

# **EXHIBIT 19**

**2009-2011 UAW - Hydro Contract**

AGREEMENT

BY AND BETWEEN

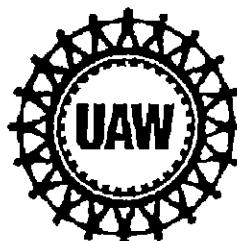


**HYDRO**

**HYDRO AUTOMOTIVE STRUCTURES**

Holland, Michigan

AND



The International Union,  
United Automobile, Aerospace and  
Agricultural Implement Workers of  
America, UAW  
and Local Number 1402

**Effective January 24, 2009**

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## **PREAMBLE**

With this Agreement the parties have established a new relationship based on cooperation and with a goal of "beating our competition". Our efforts will be devoted to resolving our problems and issues as they occur and to doing all that we can to eliminate mistrust and an adversarial climate.

We will continue our joint efforts throughout the period of this Agreement and together will work to educate and encourage all employees toward achievement of our mutual objectives, which include the transformation of our workplace from one based on individual activity to one which endorses and sponsors the team concept.

We will work together at every opportunity to demonstrate our commitment to this joint vision and our hope is that our behavior as leaders of labor and management will help to eliminate any existing feelings of mistrust.

## **ARTICLE I - AGREEMENT PARTIES**

The International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), and Local Number 1402 thereof, hereafter referred to as the "Union", having demonstrated that it represents for purposes of collective bargaining a majority of the employees in the appropriate bargaining unit, the said International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), and Local Number 1402, and the Hydro Automotive Structures Plant located at 533 Ottawa Avenue, Holland, Michigan, hereinafter referred to as the "Company", hereby agree as follows:

**WITNESSETH THAT:**

**WHEREAS**, it is the desire of the parties hereto to promote mutual cooperation and harmony and to formulate a working agreement to cover the relationship between the Company and the Union,

**THEREFORE**, the parties hereto agree as follows:

## **ARTICLE II - RECOGNITION**

**SECTION 1. REPRESENTATION SCOPE.** The Company recognizes the Union as the exclusive bargaining representative for all production and maintenance employees, including tool room, shipping and receiving employees, and team leaders, but excluding all office clerical employees, professional employees, all other plant clerical employees, technical, engineering, and professional employees, time study employees, timekeepers, foremen, assistant foremen, all other supervisors as defined in the National Labor Relations Act, and guards, for the purpose of collective bargaining with respect to rates of pay, wages, hours, dismissals, and other conditions of employment, and for the purpose of adjusting any grievance or complaints which may exist now or may arise in the future at its Plant located at 533 Ottawa Avenue, Holland, Michigan.

The Company and the Union agree to change the address of the Company to reflect the corporate address of 533 Ottawa Avenue, Holland, Michigan 49423 (with the Plant address as 365 West 24<sup>th</sup> St., Holland, Michigan 49423).

This change shall not affect the scope of representation.

**SECTION 2. NONDISCRIMINATION.** The Company will not discriminate against any employee with respect to any term or condition of employment or tenure of employment because of membership or non-membership in the Union.

Any and all reference(s) to the male gender, whether direct or implied, in this Agreement shall be construed to mean employees of either sex.

## **ARTICLE III - UNION SECURITY**

**SECTION 1. UNION SHOP.** All present employees who are members of the Union shall, as a condition of continued employment, maintain their membership in the Union during the life of this Agreement through regular payments of initiation fees and dues to the Union.

The Company has the right to hire new employees who do not belong to the Union, but all new employees and all present employees who are not members of the Union and who are employed as full time employees in the bargaining unit as defined in Article II, Section 1, shall, as a condition of continued employment, join the Union thirty (30) calendar days after the date of employment or the effective date of this Agreement, whichever is later, and shall thereafter maintain membership in the Union in good standing as a condition of continued employment in the bargaining unit.

Notwithstanding a new employee's obligation to join the Union after thirty (30) calendar days, each new employee must satisfactorily complete a probationary period as outlined in Section 1 of Article IX. During this probationary period, a new employee will not be covered by the terms of this Agreement and will not have recourse to any provision of the grievance procedure established by this contract. However, the Company agrees that for informational purposes, the Union will be advised of the release and/or discharge of any probationary employee.

**SECTION 2. NONDISCRIMINATION IN UNION MEMBERSHIP.** The Union agrees that membership in the Union will be available to each employee on the same terms and conditions generally applicable to other members of the Union and as are otherwise required by law. The Union further agrees that the Company will not be requested to terminate the services of any employee who has been denied membership in the Union or be requested to terminate the services of any employee for reasons other than the failure of the employee to tender the periodic dues and initiation fees uniformly required as a condition of acquiring and retaining membership.

**SECTION 3. UNION MEMBERSHIP CESSATION.** The Union will notify the Company in writing of any employee who, during the life of this Agreement, shall cease to be a member of the Union in good standing. Such notice shall be supported by an affidavit of the Secretary of the Local Union to the truth of the facts contained therein. Such employees will be discharged within two (2) days after receipt of said affidavit.

**SECTION 4. CHECKOFF.** The Company agrees to deduct from the earnings of each Union member, after the payroll deductions required by law, an amount equal to the regular initiation fees and membership dues of such member, provided the employee on whose account such deductions are to be made shall have filed a written assignment with the Company authorizing such deductions. The Union agrees to provide the necessary assignment-of-wage forms. The amounts so deducted by the Company for initiation fees and dues shall be remitted each month by the Company to the Union. In the case of special emergency dues levied by the International Union, the Company agrees, upon proper notification, to make biweekly

deductions of such dues. If for any reason an employee's dues are not deducted in the scheduled pay period, the Company will deduct these dues on his first pay period following.

It is expressly understood and agreed that upon receipt of proper proof, the Union will refund to the Company, or to the employee involved, any Union dues or initiation fees erroneously withheld by the Company from any employee's earnings.

## **ARTICLE IV - MANAGEMENT**

**SECTION 1. GENERAL.** Except as are specifically limited by the provisions of this Agreement, the operation, control and management of the business, and all activities of the Company in connection therewith which are covered or affected by this Agreement, and the supervision and direction of the working forces in said business are and shall continue to be solely and exclusively the functions and prerogatives of the management of the Company. All of the rights, functions and prerogatives of management which are not expressly and specifically restricted or modified by one or more explicit provisions of this Agreement are reserved and retained exclusively by the Company. The Company's failure to exercise any function or right hereby reserved to it, or its exercising any function or right in a particular way, shall not be deemed a waiver of its right to exercise such functions or right or preclude the Company from exercising the same in some other way. Specifically, but without in any manner limiting or affecting the generality of the foregoing, it is distinctly understood and agreed that this Agreement does not affect and shall never be deemed or construed to impair or limit in any way the Company's right in its sole discretion and judgment to: determine where to locate or relocate products, materials, equipment, machinery, branch, or other facilities; whether and to what extent the work required in its business shall be performed at the location covered by this Agreement and by employees covered by this Agreement; determine the size and composition of the working force covered by this Agreement, the assignment of work, and policies affecting the selection of employees; hire, promote, transfer, assign, schedule, lay off and recall employees; establish and enforce production and quality standards; determine whether and to what extent the work required in its business will be performed by employees; establish new departments or discontinue existing departments; make or change rules, policies and practices, work standards or quotas; reprimand, discharge, or otherwise discipline employees for cause; change, combine, establish or discontinue jobs or operations, temporarily or permanently, in whole or in part, and determine when and if vacancies in the working force shall be filled; subcontract or procure others to do such of the work as the Company may from time to time deem advisable or necessary, whenever and as often as and to such extent as the Company may deem necessary or advisable; and otherwise generally to manage the operations of the Company and direct the work force. The Company shall also have the right from time to time to make and enforce such new rules applicable to employees covered by this Agreement and to enforce, change, modify or abolish existing rules applicable to employees covered by this Agreement, as it may from time to time deem necessary or advisable, unless expressly prohibited from doing so by an explicit provision or provisions of this Agreement.

**SECTION 2. PRODUCTION STANDARDS.** The Company retains the right to establish production standards, which shall be established consistent with the quality of workmanship, efficiency of operations, and the working capacities of normal operators. In the event the Union objects to a production standard established by the Company, the Company agrees to meet with the Union Bargaining Committee to discuss the manner and basis upon which the standard was established. The Company's decision regarding any dispute under this Section is not subject to and is specifically excluded from the grievance and arbitration provisions of this Agreement and will be final and binding on the Union and employees covered hereunder.

**SECTION 3. SUBCONTRACTING.** The Company reserves the right to continue to contract out certain building repair, maintenance, and tooling work, as has been the custom and to subcontract production work which may be over and above the acceptable burden for its regular facilities or employees for any particular type of work. However, this section will not be used for the express purpose of reducing the work force or reducing overtime. The Company agrees to notify the union when subcontracting is to occur.

## ARTICLE V - REPRESENTATION

**SECTION 1. UNION BARGAINING COMMITTEE.** In all matters of collective bargaining, the Union shall be represented by a Bargaining Committee of five (5) employees, which shall include as one of its five members the President of the Union.

**SECTION 2. UNION STEWARDS.** For the purpose of collective bargaining, as it pertains to the grievance procedure, the employees shall have the right to be represented by stewards as specified below.

A. **DAY SHIFT**

AREAS OF REPRESENTATION	STEWARDS
Fabrication	2
Extrusion	1
Shipping and Receiving	1
Skilled Trades	1

B. **AFTERNOON SHIFT**

AREAS OF REPRESENTATION	STEWARDS
Fabrication	2
Extrusion	1
Skilled Trades	1

The Union may designate one of the afternoon shift stewards to function as chief steward.

C. **MIDNIGHT SHIFT**

AREAS OF REPRESENTATION	STEWARDS
Fabrication	2
Extrusion	1
Skilled Trades	1

Any area of representation with less than five (5) employees per shift will be represented by another steward on the shift at the completion of the existing steward's term, unless the Union and the Company agree to a different representation arrangement. Likewise, a steward may be added to an area of representation if the area exceeds five (5) employees.

It is understood and agreed between the parties that it may be necessary to change the schedule for steward representation because of changes in production operations or conditions. Any such changes shall be negotiated between the Company and the Union.

D. The union will notify the Human Resources department in writing as to who is the designated representative for each area.

## ARTICLE VI - GRIEVANCE AND ARBITRATION PROCEDURE

**SECTION 1. GRIEVANCE STEPS.** For the purpose of this Article, a grievance shall be defined as a complaint against the Company in regard to the interpretation or application of this agreement or a complaint in regard to working conditions within the plant or on Company premises. The grievance procedure shall be as follows:

**A. STEP ONE.** The employee, or a representative of a group of employees, or the steward of the department, or both, shall take the grievance up with the supervisor or Manager of the department. If it cannot be settled verbally, it shall be presented in writing to the employee's supervisor within three (3) working days after the event giving rise to the grievance, or three (3) working days after the employee should have reasonably learned of the event giving rise to the grievance, whichever is later.

When the grievance is reduced to writing in step one, step two, and step three, there should be set forth in the space provided in the grievance all of the following:

- (a) A statement of the grievance and the facts upon which it is based including all relevant dates and times.
- (b) The section or sections of this Agreement claimed to have been violated.
- (c) The specific remedy or correction requested.
- (d) The signature of the aggrieved person(s) and/or Union Representative.

A management response to a grievance should include a statement of the supervisor's or Manager's position.

The supervisor or Manager shall give his decision in writing within three (3) working days after the step one grievance is received. A step one resolution shall not constitute a past practice and shall be construed to be non-precedent setting. This provision does not preclude the parties from settling grievances on a non-precedent setting basis at other steps of the grievance procedure.

**B. STEP TWO.** In the event the grievance is not settled with the department supervisor or Manager, the steward and a member of the Bargaining Committee shall present said grievance to the department manager in writing.

A second step written grievance shall be presented within three (3) working days following the supervisor or Manager's decision. The department manager shall give his decision in writing within three (3) working days after receiving the step two grievance in writing.

**C. STEP THREE.** In the event the grievance is not settled with the department manager, it will be referred to the Human Resources Manager in writing within three (3) working days following the department manager's decision. The Human Resources Manager will place the grievance on the agenda for discussion between the Bargaining Committee, the V.P. of Operations and himself/herself at the next regularly scheduled Union-Management meeting, unless the issue is tabled by mutual written agreement. The International Representative of the Union may also attend meetings at this step of the grievance procedure.

Union-Management meetings shall be scheduled on the second Thursday of each month at 10:00 a.m., providing there are third step grievances to consider and the grievances listed on the agenda have been presented to the Company by noon on the Tuesday prior to the meeting day. The meeting date may be changed by mutual agreement. Should no grievances exist, the Company and the Union agree to continue the regularly scheduled Union-Management meetings.

Within five (5) working days after the Union-Management meeting, the Human Resources Manager shall make every reasonable effort to provide a written third step management response to each grievance listed on the agenda from the preceding meeting. The third step management response shall be final and binding on the employee, the Union and Company unless it is timely appealed to arbitration by the Union in accordance with the procedures set forth in this Article of the Agreement.

When a grievance has been satisfactorily settled, the terms of the settlement shall be reduced in writing, signed by both parties, and copies furnished to both parties.

**D. ARBITRATION.** If the grievance is not resolved as provided in subsection C hereof, it may, by written notice directed by one party to the other, be referred to arbitration. Such notice shall be given within twenty (20) days after the receipt of the final written decision of the Company. Grievances concerning the interpretation or application of this agreement, except those dealing with wages, production standards, and health and safety, may be appealed to arbitration.

Selection of the arbitrator shall be done by the local Management/Designee and the International Representative of the Union jointly petitioning the Federal Mediation and Conciliation Service for a panel of five (5) names from which the Union and the Company shall alternately strike one name from such panel until one remains. Such remaining person shall act as the arbiter.

The decision of the arbitrator shall be in writing and shall be final and binding upon both parties. One copy of the arbitrator's decision shall be sent directly to the International Union, Arbitrator Service Department, 8000 East Jefferson Avenue, Detroit, Michigan 48214. The Company and the Union shall share equally the compensation and expenses of the arbitrator. All other arbitration expenses, including the payment of witnesses, shall be borne by the party incurring them.

The arbitrator shall have authority to interpret this agreement for the purpose of settling grievances, and he may modify penalties assessed by the Management in disciplinary discharges and layoffs; but he shall have no authority to add to or subtract from or change this agreement or to arbitrate wages, production standards, or health and safety. However the Union shall retain the right to grieve/arbitrate grievances against the employer for not enforcing company safety rules.

**E. TIME LIMITS.** It is understood that time limits established between steps of the grievance procedure may be extended by mutual written agreement.

In the event the Union fails to either request an extension of the time limits or appeal a grievance to the next step within the time limits established in this Article of the Agreement, the grievance will be considered resolved on the basis of the Company's last answer in the preceding step of the grievance procedure.

Failure of the Company to either request an extension of grievance procedure time limits or to respond to a grievance within the time limits established in this Article of the Agreement will cause the remedy requested in the grievance to be granted.

A remedy granted as a consequence of a management time limit violation will be limited to making whole the grievant for loss of wages, fringe benefits, and seniority directly resulting from the alleged violation of this Agreement as limited by paragraph F below.

**F. RETROACTIVITY.** Any claims, including claims for back wages by an employee covered by this agreement, or by the Union against the Company, shall not be valid for any period prior to the date the grievance was first filed. In any case, the claims shall be limited to thirty (30) days retroactive to the date the grievance was first filed.

Deductions from an employee's wages to recover overpayments made due to Company error shall be limited retroactively to a period not to exceed thirty (30) days prior to the date the employee was first notified of the overpayment.

**SECTION 2. PAY FOR UNION TIME.** Members of the Union Bargaining Committee and stewards will be paid for time spent in grievance settlement, provided, in the opinion of Management, the privilege is not abused.

Time spent in meetings with Management on grievances outside the employee's regular eight (8) hour shift will be paid for by the Company only if the Company requests that the meeting be continued beyond the employee's regular quitting time.

In the event that a shop committeeperson assigned to a shift other than days and is scheduled to attend a meeting with Management during day shift working hours within the regular work week, he will be paid at his regularly scheduled shift rate and his plant work schedule for that day may be reduced by the amount of time spent in the meeting with Management.

Union Bargaining Committee members will be paid by the Company for regular work time missed during the normal work week as a result of labor agreement negotiations with Management, and overtime hours will be paid in accordance with Article XI, Section 1 (J) herein.

The rate of pay for Union representatives while settling grievances and while meeting with Management will be their hourly rate.

**SECTION 3. PERMISSION FOR UNION TIME.** No Union representative shall seek grievance settlement or use any time for grievance investigation without first receiving permission from his supervisor. Any Union representative authorized to function in a department in which he is not employed must notify his own supervisor before leaving his job or department and must check with the supervisor of the department to which he is going before proceeding further. The Company will recognize only the Union representative(s) designated to handle grievances in the appropriate step of this procedure.

**SECTION 4. PAY RATE, PRODUCTION STANDARD AND HEALTH AND SAFETY DISPUTES.** Any dispute concerning a rate or production standard which cannot be settled with the supervisor or the Area Manager shall be immediately reduced to writing and presented by a Union Bargaining Committee member to the Company. The Company will promptly investigate and attempt to resolve such dispute. If the Union requests that an industrial engineer or time study person from the International Union be given an opportunity to investigate the disputed standard, such representative shall be allowed access to observe the job in dispute upon application to the Company in advance of the date of plant entry. He will, likewise, be permitted to check with the Company industrial engineer. It is expressly understood that pay rates and production standards may be set at the exclusive discretion of the Company, and disputes over these issues are not subject to and are specifically excluded from the grievance and arbitration provisions of this Agreement. The same procedure will be followed at the Union's request by the International Compensation and Safety Department representative in disputes involving health and safety.

**SECTION 5. OFF-SHIFT PLANT ENTRY.** When entering the plant on his own time for the purpose of investigating a grievance on an off-shift, the President, or his alternate in case of the President's absence, shall sign in with plant supervision and report first to the supervisor on the shift. When entering a department for the purpose of this investigation, the President, or his alternate in case of the President's absence, will make his presence known to the department supervisor and will not discuss the grievance with any employee without first receiving permission from the supervisor, which permission will not be unreasonably withheld.

## **ARTICLE VII - STRIKES AND LOCKOUTS**

The Company agrees that during the term of this Agreement there shall be no lockouts. A layoff due to lack of work shall not be construed as a lockout.

The Union agrees that during the term of this Agreement there shall be no strikes, slowdowns, or stoppage of work, and not even after the term of the Agreement has expired unless authorized by the International Union, UAW. It is understood that the above prohibition will be applicable to strikes or work stoppages in support of, or in sympathy with, strikes or work stoppages by any other local union or labor organization at this or in any other location.

## **ARTICLE VIII - DISCIPLINE AND DISCHARGE**

**SECTION 1. GENERAL.** It is mutually agreed that the Company may adopt and publish rules of conduct for all employees, governing their conduct while upon the premises of the Company, provided that such rules are not contrary to the terms of this Agreement.

**SECTION 2. RULE VIOLATION PENALTIES.** Any employee of the Company who violates the published rules of conduct or other reasonable published requirements of the Company shall be subject to disciplinary action by the Company up to and including discharge.

**SECTION 3. DISCIPLINE PENALTY LIMIT.** It is recognized that an employee should be allowed to improve his status; therefore, disciplinary action shall relate only to those violations of the immediate past twelve (12) calendar months.

**SECTION 4. DISCIPLINARY HEARINGS.** An employee who is removed from his work or called to an office for an interview regarding unsatisfactory work or conduct or for violation of shop rules maybe represented by his steward or committeeman. The employee will be informed of his right to such representation.

The Company agrees to permit any seniority employee who has been disciplined by layoff or discharge to present his case to Management at the earliest possible date.

An employee will be suspended from work in the event violation of a plant rule warrants consideration of discharge. Imposition of the discharge penalty or of any lesser penalty Management may subsequently decide to impose will be delayed for five (5) working days, during which time two Committee members and the employee may meet with a member of management to present the employee's case, provided the Union requests such meeting promptly subsequent to notification of the suspension.

**SECTION 5. DISCIPLINARY PROTESTS.** In the event a discharged or disciplined employee desires to have the Union review the case with the Company, the matter will be handled in accordance with the grievance procedure as outlined in Article VI hereof.

**SECTION 6. DISABILITY PLACEMENT OPTION.** The parties agree to comply with the American's with Disabilities Act.

## **SECTION 7. ABSENTEEISM PROGRAM**

### **ATTENDANCE POLICY** **EFFECTIVE JANUARY 29, 2006**

In an effort to maintain order and the efficient operation of the Company the following Attendance Policy becomes effective January 29, 2006.

#### **GENERAL GUIDELINES**

1. An employee who will be absent or tardy is required to contact the Company and report the expected absence or tardiness at least one-half (1/2) hour prior to the start of their shift, except in cases of a bona-fide emergency where the Employee is required to contact the Company at the earliest possible opportunity to report their absence or tardiness.
2. An "Unexcused Occurrence" shall be considered for the purposes of discipline under this provision for a period of twelve (12) months from the time of the occurrence (rolling 12-month measuring period).

An unexcused occurrence shall be defined as an absence in duration of one scheduled work day.

3. All "Excused Occurrences" (i.e. those absences that are not counted for the purpose of disciplinary action under this provision) must be properly substantiated and documented to be considered "Excused".

#### **AN "UNEXCUSED OCCURRENCE" SHALL BE DEFINED AS:**

- 1) Failure to work one or more scheduled shifts. (Full Occurrence)  
  
Note: a full occurrence under #1 above shall be limited to a maximum of five (5) consecutive days. An employee using more than any five (5) consecutive day segment shall generate another occurrence for each five day period.
- 2) Failure to report to work and your work station on time for a scheduled shift. (1/2 Occurrence)
- 3) Failure to complete a scheduled shift. (1/2 Occurrence)

#### **AN "EXCUSED OCCURRENCE" SHALL BE DEFINED AS:**

- 1) Scheduled Annual Vacation
- 2) Scheduled Holidays
- 3) Jury Duty, Subpoena to Court, or Notices to Appear in Court
- 4) Any Undisputed Work Related Claim of Injury (Worker's Compensation)
- 5) FMLA Leaves (provided the employee is eligible for FMLA)
- 6) Approved Union Leaves
- 7) Bereavement Leave

#### DISCIPLINARY/CORRECTIVE ACTION PROCEDURE

- 1) Three (3) unexcused occurrences in a twelve (12) month period shall result in a documented verbal warning.
- 2) Four (4) unexcused occurrences in a twelve (12) month period shall result in a documented written reprimand.
- 3) Five (5) unexcused occurrences in a twelve (12) month period shall result in a "third-step" suspension/working suspension.
- 4) Six (6) unexcused occurrences in a twelve (12) month period shall result in termination of employment.

In the event an employee is on an alternative work schedule, the company and the union agree to review and discuss how the attendance policy would be proportionally adjusted based upon the above referenced policy.

#### PERFECT ATTENDANCE INCENTIVE

The company agrees to develop and implement a program by which employees will be recognized and rewarded for achieving perfect attendance. This program shall be implemented by June 1, 2009.

## **ARTICLE IX - SENIORITY**

**SECTION 1. PROBATIONARY PERIOD.** All new employees will serve a continuous ninety (90) day probationary period without acquiring seniority after which, if the Company, at its sole discretion, determines that their work has been satisfactory, their seniority shall be considered as beginning with the first day of their most recent continuous service. During their probationary period, employees will not come under this Agreement except as specifically provided. It is recognized that the probationary period is a part of the Company's selection process and that transfer, reassignment or retention of any employee during the probationary period shall be at the sole discretion of the Company. Those persons who have worked at least forty-five (45) days and who are rehired within four (4) weeks after a break in service during the probationary period will receive credit toward fulfilling their probationary period requirement equal to the number of consecutive work days worked without interruption prior to the break in service. There shall be no seniority among probationary employees, and they may be laid off, disciplined, discharged or otherwise terminated at the sole discretion of the Company and without recourse to any provisions of the Agreement.

**SECTION 2. SENIORITY DEFINITIONS AND APPLICATION.** Each employee covered by this Agreement shall have plant seniority and home department seniority. Home department seniority will apply to the classification into which an employee is hired or into which he is transferred or transfers, or into which he bumps. When the qualification periods listed herein are met, both shall be equal to the total length of service with the Company for all non-Skilled Trades classifications. Home department seniority in the Skilled Trades will be based upon date of entry into the Skilled Trades classification.

Plant seniority is defined as the length of time of continuous service of an employee with the Company. For purposes of this Agreement, continuous service is defined as uninterrupted employment not affected by a break or loss of seniority as specified in this Article IX, Section 11.

Simultaneously with the signing of this Agreement, the Company and the Union have agreed upon a seniority list containing the names of all the employees within the bargaining unit covered by this Agreement, and such list contains the name of each employee and the date from which his length of service shall be determined. This list, by reference, shall be an integral part of this Agreement. The seniority list will be amended and posted every six (6) months and a copy of the seniority list will be given to the Union.

**SECTION 3. SENIORITY GROUPS.** All employees will establish plant-wide and departmental seniority in a classification within one of the following seniority groups:

- A. Group 1 - Janitors
- B. Group 2 - Extrusion Operator, Die Service Person, Oiler, Truck Driver, Receiving Clerk, Pull Coordinator, Logistics, Set-up Operators, CNC Operator/Programmer, Robotic/MIG Welder, Material Handler, Crib Attendant.
- C. Group 3 - Die Fitter/Barber, Tool Milling Machinist, Tool and Die Maker, Tool Keeper, Layout Inspector, Extrusion Press Operator/Utility (Non Skilled Trades), Quality Support Technician (Non Skilled Trades), Quality Support Leader (Non Skilled Trades), Team Leader (Non-Skilled Trades), Weld Lab Technician (Non Skilled Trades), Repair Welder (Non Skilled Trades), Inventory Coordinator (Non-Skilled Trades), Machine Repair, and Electrician.
- D. Group 4- Maintenance and Tool & Die Team Leaders

**SECTION 4. WORK FORCE INCREASES.** The procedure reflected within this Section will be followed when new bargaining unit jobs or vacancies occur.

**A. INCREASES IN POSTED GROUP 1 CLASSIFICATIONS:**

- 1) Home Department Recall - If a posted Group 1 classification becomes vacant, the most senior active payroll employee that (1) is working in the department wherein the vacancy exists and (2) held the classification prior to lay-off, will be recalled. An employee that has transferred, or bid and been selected for a new classification, will not be recalled to his immediately preceding home department. In all other situations an employee must accept recall to his home department.
- 2) Department Posting - If a posted Group 1 classification can not be filled through home department recall, then employees of the department wherein the opening exists will be afforded the first opportunity to fill an open classification. A notice of opening will be posted on the bulletin board for two (2) working days. Employees shall be considered for the classification on the basis of department seniority. The most senior bidder will not be awarded a posted classification if he has failed to satisfactorily perform the duties of the posted classification on a previous occasion. Length of trial period, and whether the employee has satisfactorily completed the trial period shall be determined by the Company.
- 3) Transfers - If the vacancy cannot be filled through a home department recall or department posting, then the most senior employee that has applied for a transfer to the department wherein the vacancy exists will be awarded the opening provided that the employee has not failed to perform similar work on a previous occasion.
- 4) Plant-wide Posting - If an opening can not be filled through home department recall, department posting, or transfer, then the classification shall be posted plant-wide for a period of two (2) working days. Employees shall be considered for the classification

on the basis of bargaining unit seniority. The most senior bidder will not be awarded a posted classification if he has failed to satisfactorily perform the duties of the posted classification on a previous occasion. Length of trial period, and whether the employee has satisfactorily completed the trial period shall be determined by the Company.

5) Street Recall - If the vacancy cannot be filled through home department recall, department posting, transfer, or plant-wide posting then the most senior employee on lay-off to the street will be recalled. Recalled employees must accept the first open classification unless they are on voluntary lay-off.

6) New Hire - If the vacancy cannot be filled through home department recall, department posting, transfer, plant-wide posting or street recall, then the company may fill the classification by hiring a new employee.

**B. INCREASES IN GROUP 2 CLASSIFICATIONS:**

1) Home Department and Street Recall - If a Group 2 classification becomes vacant, the most senior active payroll employee that held the classification prior to being laid-off to another classification or the street will be recalled. An employee that has transferred, or bid and been selected for a new classification, will not be recalled to his immediately preceding home department unless the employee is being recalled to a higher classification. In all other situations an employee must accept recall to his home department.

2) Downgrade - Employees within a department shall be allowed to downgrade from a higher paying position to a lower paying position provided that there is a vacant position for he/she to fill. Downgrading shall be considered first, prior to transfers or posting should vacancies need to be filled within a department. Downgrading will not effect the one year bidding period as defined in Article IX, Section E. An employee shall only be allowed to downgrade once every six months.

3) Department Posting - If a Group 2 classification cannot be filled through home department or street recall, then employees of the department wherein the opening exists will be afforded the first opportunity to fill an open classification. A notice of opening will be posted on the bulletin board of the department for two (2) working days. The Company will award the classification to the most senior employee bidding on the classification.

4) Plant-wide Posting - If a Group 2 classification cannot be filled through home department recall, street recall, or department posting then the classification shall be posted plant-wide. A notice of opening will be posted on the bulletin board of the department for two (2) working days. The Company will award the opening to the most senior employee bidding on the classification.

5) New Hire - If the Company can not fill the classification through home department recall, street recall, department posting, or plant-wide posting, then the Company may fill the classification by hiring a new employee.

**C. INCREASES IN GROUP 3 (NON SKILLED TRADES) CLASSIFICATIONS:**

1) Home Department and Street Recall - If a Group 3 (Non-skilled trades) classification becomes vacant, the most senior active payroll employee that held the classification prior to being laid-off to another classification or the street will be recalled. An employee that has transferred, or bid and been selected for a new

classification, will not be recalled to his immediately preceding home department unless the employee is being recalled to a higher classification. In all other situations an employee must accept recall to his home department.

2) Plant-wide Posting - If a Group 3 (Non-skilled Trades) classification cannot be filled through home department recall, or street recall then the classification shall be posted plant-wide. A notice of opening and the required qualifications will be posted on the bulletin board of the department for two (2) working days. The Company will award the opening to the most qualified employee bidding on the classification unless two (2) or more bidders are equally qualified in which case the Company will award the opening to the most senior bidder.

3) New Hire - If the Company cannot fill the classification through home department recall, street recall, or plant-wide posting then the Company may fill the classification by hiring a new employee.

**D. INCREASES IN GROUP 3 (SKILLED TRADES) CLASSIFICATIONS.**  
Increases in a Group 3 classification will be in accordance with Article XVII of this Agreement.

**E. INCREASES IN GROUP 4 (SKILLED TRADES) CLASSIFICATIONS.**  
Increases in Group 4 classifications will be in accordance with Article XVII of this Agreement.

Effective January 24, 2003 the Company shall post job vacancies in the department where the vacancy exists as well as on a plantwide basis for two (2) working days. The vacancies will be filled in accordance with the provisions outlined in section 4: A, B, and C.

**E. POSTING AND BIDDING RESTRICTIONS.**

An employee who accepts a job posting shall not be eligible to sign another job posting for a period of one year after awarded job, unless laid off, bumped or removed from the job by Management.

However, once an active employee accepts a position they shall no longer have recall rights to a former position. The one year limitation will not apply if a job at a higher hourly rate opens or a new classification is created, therefore, the employee may bid on such job.

An employee who is awarded an opening in a Group 2 classification must complete a six (6) calendar month training period, which time period will also be required before the employee establishes plant seniority in his new classification, and the employee cannot bid out of the department for one (1) year. Shift preference may be exercised after three (3) calendar months in the new classification. The parties will make every attempt to train employees on the shift to which they will be assigned.

**F. CREATION OF PRODUCTION DEPARTMENTS.** It is recognized by the parties that in the interest of quality and productivity, the Company may organize its work force into production departments within the fabrication or extrusion operations, which will be established as follows:

- a. When the Company establishes a fabrication or extrusion department, the jobs within that department will be posted for bid in the departments in which the opening exists for two (2) days. Employees shall be considered for the job on the basis of seniority, provided they are physically qualified to perform the duties of the posted job.
- b. The Company maintains the right of assignment within each production group department, and jobs within each production department will not be assigned on the basis of seniority.
- c. In the event that an insufficient number of employees apply for the positions within the production department, the Company will fill the remaining positions by assigning the most junior employee in the classification needed.
- d. An employee awarded a classification within a department to which he has bid or transferred will be considered ineligible to bid or transfer again for a period of one (1) year unless a higher paying position or a new job is created. In the event an employee is awarded a classification opening and within thirty (30) working days on such job is not able to meet the average requirements of that classification, the employee shall be returned to his former classification and rate provided such work is available.
- e. A "new job" shall be defined as any added work within a present department requiring the generation of vacancies will be posted within the appropriate department as described herein. Any other additional vacancies generated by the addition of a new product line shall be posted plantwide.

**SECTION 5. REDUCTION IN FORCE AND/OR DISPLACEMENT.** When the Company schedules a reduction in force, other than a temporary reduction as defined in Section 9 herein, positions shall be reduced in the following manner:

A. Probationary employees shall be laid off first.

**B. Group 1 Classifications**

Employees in a Group 1 classification shall be laid-off in the following order:

- 1) Junior employees of the affected classification shall be placed into an available vacant position.
- 2) If a laid-off employee cannot be placed into a vacant classification he/she shall bump the junior employee of the plant.

In no such case shall an employee bump into a Group 3 non-skilled trades classification.

**C. Group 2 Classifications**

Employees in a Group 2 classification shall be laid-off in the following order:

- 1) Junior employees of the affected classification shall be placed into an available vacant position.
- 2) If a laid-off employee cannot be placed into a vacant classification he/she shall bump the junior employee of the plant.

In no such case shall an employee bump into a Group 3 non-skilled trades classification.

**D. Group 3 (Non-Skilled Trades) Classifications**

Employees in a Group 3 (Non-Skilled Trades) classification shall be laid-off in the following order:

- 1) If a Group 3 (Non-Skilled Trades) classification employee is laid-off he/she shall bump the junior employee in the classification in the department. In cases of Team Leaders he/she shall bump the junior employee in the classification in the department that he/she leads, provided that he/she has the seniority to bump that junior employee. If he/she does not have sufficient seniority then he/she shall follow steps 2-3 below.
- 2) Junior employees of the affected classification shall be placed into an available vacant position.
- 3) If a laid-off employee cannot be placed into a vacant classification he/she shall bump the junior employee of the plant.

- E. When reductions in force are necessary in Group 3 (Skilled Trades), they will be laid off in accordance with the Skilled Trades Supplementary Agreement which is part of this Agreement.
- F. If the work force must be temporarily reduced, employees may be laid off for up to and including five (5) consecutive working days. Senior employees of the affected production classification will be given preference for available work, and the least-senior employees of the affected department will be laid-off, providing senior employees are able to perform required work. Temporarily laid-off employees will not be privileged to bump.
- G. A senior employee in a classification and department being reduced in conjunction with a (non-temporary) plant layoff may volunteer for layoff by making his written request known to the Human Resources Department by the Wednesday prior to the day the layoff is to take effect. A senior employee who elects voluntary layoff will be laid off for a minimum period of ninety (90) calendar days unless recalled through the normal recall procedures. Recalls prior to the ninety (90) day period will be in junior-to-senior employee order. When the senior employee who has exercised his voluntary layoff right returns to his classification, he must bump the junior employee in that classification; his return cannot trigger another voluntary layoff by any employee within that classification or department. An employee electing to end his voluntary layoff status must give the Company at least five working days notice prior to his return to work. Employees returning from voluntary lay-off shall resume work on Mondays only.

NOTE: Once an active employee has left a position through the bidding procedure, they shall no longer have recall rights to the position that they have left.

## **SECTION 6.**

- A. TEMPORARY TRANSFERS NOT RESULTING FROM THE LAYOFF PROCEDURE.** The Company shall have the right to temporarily transfer employees from one job to another. In the event the employee is transferred to a higher paying classification for more than one (1) hour the transferred employee shall receive the higher rate of pay for all hours worked in the higher paid classification.

In the event the company believes the temporary transfer will last longer than thirty (30) consecutive calendar days, the company will notify the union of this fact.

The company agrees that it will not use temporary transfers for the purpose of avoiding posting otherwise vacant positions for bid consistent with the relevant portion of the contract.

- B.** A temporarily transferred employee may not bid or exercise shift preference in the department in which he is temporarily transferred; however, a temporarily transferred employee may initiate interdepartmental transfer requests from his home department.

The temporary transfer procedure is not intended to replace the normal job-posting procedure as outlined herein, and is to be used only to ensure the efficient operation of the plant as set forth in paragraph A.

**SECTION 7. PREFERENTIAL SENIORITY.** All persons elected or appointed to hold local Union positions must be employees of the Company. The President and members of the Bargaining Committee of the Union shall head the seniority list during their terms of office, but shall be returned to their original standing upon termination of their service on said committee or in said office. The President or members of the Bargaining Committee shall be assigned to the number 1 (day) shift, except the "off shift committee person" who shall be assigned a off shift that they have natural seniority to hold (except during negotiations when he or she shall be assigned to the number 1 (day) shift), during their terms of office, but such Union officers shall be assigned to a shift according to their seniority upon expiration of their terms of office. Stewards shall head the seniority list in their respective departments or areas of representation during their term of office. The Local officers, committee persons, and stewards shall in the event of a layoff be continued at work as long as there is a job in their respective areas of representation which they are able to do with training. Seniority under this Section will apply to layoff and recall only. It is further understood that being a officer of the union holds your shift but not your job in your area of representation. Any officer who does not have natural seniority to hold their job in their area of representation must bump the junior employee in their area of representation. If an officer is the lowest senior employee in their area of representation they must stay where they are.

**SECTION 8. TEMPORARY LAYOFFS.** If the work force must be temporarily reduced, employees may be laid off for up to and including five (5) consecutive working days. Senior employees of the affected classification within the department shall have the opportunity to volunteer for the temporary layoff, and the least-senior employees of the affected classification within the department will be laid off, providing senior employees are able to perform required work (ask the senior, force the junior). Temporarily laid off employees will not be privileged to bump. Language under this section should not be confused with voluntary layoffs, which are covered under Article IX, Section 5 G.

It is understood and agreed that two (2) times per calendar year, for up to two (2) weeks in duration for each event, the Employer may schedule a temporary layoff period during which time bumping rights shall not apply. These events, as scheduled by the Employer shall not run back-to-back.

**SECTION 9. RECALL NOTIFICATION.** Employees shall be notified of their recall to work by either personal message, telephone, or telegraph, confirmed by certified mail, return receipt requested. Upon being recalled, employees who fail to report for work within the period outlined in Section 11-D of this Article shall be considered to have voluntarily quit.

Employees shall notify the Company of their proper post office address or change of address and no consideration shall be given an employee who fails to receive notice because of failure to comply with this provision. The Company shall give the employee a receipt of notification. The Company shall be entitled to rely upon the address shown upon its records.

**SECTION 10. SENIORITY BREAKOFF.** Seniority is broken under the following conditions:

- A. When an employee quits.
- B. When an employee is discharged.
- C. Employees maintain recall rights for one year from the date of the ratification of this agreement (1/31/09) or from the date of layoff, whichever is later.
- D. Failure to notify the Company of intention to return to work within three (3) days after receiving notice sent by the Company through certified mail, return receipt requested, and failure to return within three (3) days from receipt of notice from the Company. No employee shall lose his seniority if failure to return to work when called is caused by sickness or accident, provided that the Company is notified in writing by a physician, and provided further that such employee upon his recovery shall immediately report to the Company for work, provided work is still available. The Chairman of the Bargaining Committee of the Union will be notified in writing of any employee's failure to report for work within three (3) days after notice has been received. In the event that the United States Postal Service returns such notice as undeliverable at the address last reported by the employee to the Company, as per this contract's Article XVI, Section 10, his seniority will be terminated.
- E. Failure to come to work for three (3) consecutive days without properly notifying the Company and giving reasons acceptable to the Company for such absence. Such employee shall conclusively be presumed to be a voluntary quit.
- F. When an employee retires.
- G. Failure to report for work within ninety (90) calendar days after receiving a military discharge, provided, however, that discharged servicemen on medical leave of absence shall not be subject to the provisions of this subsection.
- H. Failure to report for work upon the expiration of a leave of absence without giving a reason acceptable to the Company.
- I. If the employee has made a redemption settlement under the Workers' Compensation Act.
- J. If an employee fails to report to work at the beginning of his regularly scheduled shift on the first regular work day after a disciplinary layoff unless a satisfactory reason, acceptable to the Company, is given for failing to timely report.

**SECTION 11. SENIORITY LISTS AND UNION OFFICER LISTS.** The Company will furnish to each member of the Bargaining Committee and stewards a complete plant seniority

list each six (6) months. Copies will be posted on the bulletin boards. The Company will maintain in the Human Resource Department a master seniority list which will be kept up to date at all times. Two (2) or more employees having the same date of first employment shall, for all seniority consideration, be listed as follows:

Day shift employee ranks first, afternoon shift employee ranks second, and midnight shift employee will be given the following day's date. If two (2) or more employees begin work on the same shift, they will rank according to the order in which the employment paperwork is completed. If transferred to another department, they will be ranked according to the plant-wide master seniority list.

The Company will furnish to the Union each month a list of additions or deletions.

The recording secretary of the Union will provide the Company with an up-to-date written list of committeepersons, officers, and stewards each six (6) months and/or whenever there are changes.

**SECTION 12. SHIFT PREFERENCE.** Four times each year, employees having departmental seniority may make application for transfer to another shift in the same classification and department as they are working in at the time of application. Such applications will be made in writing to the Human Resource Department. No further changes will be made unless an opening in the same classification and department should occur on another shift during such period. In the event such an opening occurs, preference will be given to the longest-seniority employee who has made application for that shift. An employee may not exercise shift preference against an employee filling a temporary vacancy or during the probationary period of any employee. It is recognized that where necessary an experienced employee shall be assigned an off-shift for the time required to train a new employee. When an employee is able to exercise shift preference under this section, he will be transferred as soon as possible, but in any event, if the employee has completed and filed his application by Wednesday, his transfer will be effective the following Monday; if his application is not completed and filed by Wednesday, then he will be transferred the second Monday after filing.

**SECTION 13. DISABILITY PLACEMENT.** When an employee's absence from work is due solely to his being incapacitated for work through accident or occupational disease arising out of and within the scope of employment, he shall not lose seniority and shall be returned to work in accordance with his seniority pursuant to Article X of this Agreement as nearly as may be practicable, as if he had not suffered such disability, provided he returns to work within four (4) years (eighteen (18) months for those hired on or after January 24, 2006) or a period of time equal to his seniority, whichever is less, and is able to perform work available to him when he returns. In the event that he is so incapacitated as not to be able to perform his regular work, he may be employed in other work which is available and which he can perform.

## **ARTICLE X - LEAVES OF ABSENCE**

**SECTION 1. FAMILY AND MEDICAL LEAVE ACT.** We comply with the FMLA, therefore, a request for such a leave will be granted so long as it complies with the FMLA guidelines. Sick leave, short-term disability and leaves related to worker's compensation shall be counted toward the FMLA allotment to the extent permitted by law.

**SECTION 2. PERSONAL LEAVES.** A personal leave of absence may be granted at the discretion of the Company to any employee, with at least six (6) month's seniority. The total duration of a personal leave of absence shall not exceed two (2) months during the twelve (12) month period following the date on which the leave commences.

A request for personal leave of absence must be submitted in writing to the Department Manager. The employee must state the reason he/she desires a leave on his/her application. It is agreed that leaves under this section are to be granted only under special circumstances. Should the Department Manager approve a personal leave, the employee's date of return must be specified in writing at the time the leave commences and given to the employee.

Failure to return to work on the specified date may result in the termination of the employee's employment.

**SECTION 3. OTHER WORK DURING LEAVE.** An employee while on leave of absence accepting employment by others for compensation without permission of the Company shall be deemed to have voluntarily quit.

**SECTION 4. UNION LEAVES.** Employees elected or selected to perform Union duties shall be granted leave of absence until such service shall end.

**SECTION 5. EDUCATIONAL LEAVES.** Employee veterans who have acquired seniority and other employees with seniority of one (1) or more years who desire to further their education may make application for leave of absence for that purpose. The granting of such a leave shall be subject to mutual agreement between the Company and the Union following consideration of the applicant's length of service and type of schooling to be followed. Such a leave shall be continuous for a period not to exceed twelve (12) months. Additional leaves of absence may be granted at the option of Management.

**SECTION 6. SENIORITY CONTINUATION DURING LEAVES.** Seniority shall accumulate during authorized leaves of absence.

**SECTION 7. POLITICAL SERVICE LEAVES.** In the event that an employee is elected to a governmental position within the city, county, state or federal government he/she will be eligible to return to work after his/her term is completed. He/she may return to work wherein a vacancy exists.

## **ARTICLE XI - WAGES, HOURS, AND OVERTIME**

**SECTION 1. OVERTIME.** For the purpose of computing overtime premium pay, unless otherwise provided herein, the regular working day is eight (8) hours and regular working week is forty (40) hours.

The working week shall be deemed to commence with the number three (3) shift Monday (7:00 p.m. Sunday to 5:00 a.m. Monday) and ends one hundred sixty eight hours thereafter.

Work schedules which exceed eight (8) hours per day or forty (40) hours per week, unless otherwise provided herein, shall be compensated for as follows:

- A. DAILY.** Time and one-half will be paid for all hours worked in excess of eight (8) hours per day in any continuous twenty-four (24) hours and for all hours worked in excess of forty (40) hours per week. When hours are worked in excess of eight (8) in twenty-four (24) hours because of an employee-requested shift change, such hours will not be considered for overtime premium pay, unless those hours otherwise qualify for such premium pay.
- B. SATURDAY.** Time and one-half will be paid for Saturday work. No employee shall be laid off during the week for the purpose of avoiding overtime payment.
- C. SUNDAY AND HOLIDAYS.** Double time will be paid for work on Sundays and for work on the designated holidays.
- D. PYRAMIDING.** There shall be no pyramiding of overtime pay, and allowance made for time not worked shall not be used in computing hours worked.
- E. NOTICE.** It is understood that overtime will be compulsory when notice is given. The Company agrees that for the purposes of this Section, an employee, including probationary and qualifying employee will be notified of overtime work the preceding day, and for work to be performed on Saturdays and holidays, the Company agrees to give nine (9) working hours' notice. The notice provisions in this paragraph will not be required in the event the Company is unable to provide notice due to acts of God or circumstances outside the Company's control (e.g., sabotage).

**F. OVERTIME WORK OPPORTUNITIES.** When overtime is necessary, and an employee has filled the required Saturday/overtime provision as stated in section "G" of this Article, the following steps shall be followed to secure the proper number of employees required to fulfill the overtime assignment.

STEP 1. Ask on a voluntary basis low hours senior employees within classification within the department.

STEP 2. Ask on a voluntary basis all qualifying employees within classification within the department.

STEP 3. Ask on a voluntary basis all probationary employees within classification within the department.

STEP 4. Require least senior in classification within the department. (Provided that the employee has not completed the three consecutive Saturday requirements).

Employees working on the same operation shall have the overtime divided equitably among them.

**G. EQUALIZATION OF OVERTIME.** It is recognized by the parties that the needs of the business may require overtime work and that the jobs involved must be manned by qualified employees working on an overtime basis. The amount of overtime and the schedule for working such overtime will be established by the Company.

All employees overtime hours will be adjusted to zero (0) hours beginning January 29, 2006.

With the exception of the production groups described herein, a grouping of each classification, by department, is referred to in these provisions as an "overtime equalization group."

Equalization is to occur semi-annually (every six months/the nearest Wednesday) within 20 hours.

Verification of "hours" to occur monthly between steward and supervisor to ascertain hours as final. The issue is only grievable at the end of each six month period. The remedy will be payment for imbalances in violation of this provision.

The Company may post a sign-up sheet within a department for employees to sign and express their interest in available overtime opportunities. Employees who do not sign for available overtime will be charged overtime hours should they be in line for available overtime opportunities.

Hours worked outside of the employee's regular department will not be charged to their current department for the purpose of equalization.

The Company may call-in only the number of employees it actually needs to accomplish the work.

The Company may organize its work force into production groups, which will work together when overtime is required. Each production group will constitute an overtime equalization group, and overtime within each group will not be balanced against any other group, including employees who are working in production helper classifications outside the posted production groups.

When an employee is given an overtime assignment, the employee shall be required to work the full scheduled number of hours. An employee shall not be required to work more than three (3) consecutive Saturdays.

When overtime opportunities are greater than the employees within an overtime equalization group, other employees qualified to perform the available work on the shift affected, will be requested to perform said overtime. In the event no qualified employee volunteers to perform the overtime work, the junior employee in the classification will be required to work.

An employee who is absent at the time he would have been offered an overtime assignment or who is unable to work the day the overtime is to be worked shall be charged on the overtime equalization list for any overtime for which he would otherwise be eligible. An employee who is given an overtime assignment and who fails to report for work without acceptable excuse will be charged double the overtime hours available to work. Overtime will be charged on the employee's overtime equalization group record by multiplying the actual numbers of hours offered or worked by the appropriate rate of pay to be paid for such overtime (1 1/2 or 2 times). An overtime equalization record will be posted in each department and will be updated and verified on a monthly basis with the steward and supervisor.

A recalled employee or employee in a qualifying period will be charged with the average accumulated overtime hours of the overtime equalization group at the time he enters the group. Upon being laid off, or reclassified, an employee shall have all overtime charges canceled. Upon subsequent return to his equalization group, the employee will be charged with the highest accumulated overtime hours of that overtime equalization group.

It is understood that employees from other overtime equalization groups shall be charged on their overtime equalization group records for work performed outside of their overtime equalization group.

**H. UNION REPRESENTATION ON OVERTIME.** When more than five (5) employees are scheduled to work overtime in a steward's department, the steward will be offered an opportunity to work, provided that he is qualified to do one of the jobs scheduled to be performed and actually performs that job during the overtime period. Stewards working on overtime pursuant to this paragraph may not handle or investigate or otherwise deal with any matter

raised, before the overtime period begins, either in a formal grievance or otherwise.

Additionally, steward overtime shall not be considered in the umbrella overtime equalization calculation and will not be subject to any equalization formula. Upon cessation of duties the union steward shall have his overtime hours averaged in with his group.

The Company agrees to equalize any imbalances prior to the end of the 2002 contract ratification, or make whole all losses per Article XI, Section 1, G.

**I. UNION TIME AWAY FROM PLANT.** No local Union officer shall take time away from the plant for the purpose of conducting union business except with the permission of the Human Resources Manager or his designated representative. Such permission shall be granted in the event the officer leaves the plant during his work shift to perform duties for the Union and the time so taken from his regular work shift shall, for the purpose of computing pension and vacation credits, be considered as time actually worked. In the event a Union officer leaves the plant with permission, and returns to the plant during overtime hours, the overtime premium will be paid only if the Union officer actually performs bargaining unit work in the classification in which he is employed.

**J. UNION TIME IN CONTRACT NEGOTIATIONS.** Time spent by the Bargaining Committee in contract negotiations will be counted as time worked for the purpose of pension credit, vacation hour requirements, vacation pay computations, and to satisfy the conditions for holiday pay if otherwise eligible.

In the event the Company requests members of the Bargaining Committee to participate in collective bargaining negotiations beyond their regularly scheduled shift, and if an overtime opportunity would otherwise have been available to the Bargaining Committee member and he indicates his availability to work the overtime, then he will be paid for and charged with the number of overtime hours missed as a result of collective bargaining negotiations. If overtime opportunities are available either before or after the commencement or conclusion of a regularly scheduled collective bargaining meeting with the Company, then the Committee member must work the overtime in order to receive the overtime pay.

**K. REST PERIOD & PERSONAL CLEAN-UP TIME.** There shall be one 10 minute rest period in each shift and a half hour (1/2) unpaid lunch period for an 8.5 hour shift. There shall be one 10 minute rest period and a 20 minute paid lunch in each shift for an eight hour shift. Employees may not leave work stations until it is time for breaks and/or end of shift.

**L. ALTERNATE WORK SCHEDULE**

See Appendix 1.

**SECTION 2. HOLIDAY PAY COMPUTATION.** Employees will be paid eight (8) hours' pay at their regular straight-time hourly rate, exclusive of night shift and overtime premium for the holidays specified elsewhere in this contract, providing they meet all of the eligibility rules set forth in this contract.

**SECTION 3. SHIFT DESIGNATION.**

- A. An employee whose scheduled shift starts on or after 7:00 p.m., but before 5:00 a.m., shall be deemed to be working the number three (midnight) shift.
- B. An employee whose scheduled shift starts on or after 5:00 a.m., but before 10:30 a.m., shall be deemed to be working the number one (day) shift.
- C. An employee whose scheduled shift starts on or after 10:30 a.m., but before 7:00 p.m., shall be deemed to be working the number two (afternoon) shift.
- D. Notwithstanding any of the provisions contained in Article XI, the Company reserves the right to negotiate with the Union during the term of this contract to adjust shifts and employee work schedules to ensure efficient production and timely maintenance of plant and equipment at regular hourly rates of pay. The Union acknowledges that if accelerated production demands create excessive overtime or staffing problems the provisions in paragraphs A, B and C herein may require adjustment. If after negotiations, the Company implements a schedule not covered in this contract, the Union may utilize the grievance and arbitration procedure to challenge the newly implemented schedule.

**SECTION 4. REPORT PAY.** An employee permitted to report for work without having been notified that there will be no work will be given four (4) hours' work or four (4) hours' pay at his regular rate. This provision shall not apply when the lack of work is due to a labor dispute at this plant, fire, acts of God, utility failure, or other causes beyond the control of the Company. Employees absent at the time notice is given that there will be no work and employees reporting for work following a leave of absence will not be entitled to call-in pay.

**SECTION 5. CALL-BACK PAY.** Any employee called back to work after he has left at the end of his scheduled shift will be given a minimum of four (4) hours' work in the plant or four (4) hours' pay at his regular hourly rate. An employee called to work during a shift other than the one he is regularly working, because of an emergency, will be paid a minimum of four (4) hours' pay. This will not include persons continuing work into another shift beyond their regular working hours or persons who report to another shift or who report early to their shift at their request.

**SECTION 6. PAYCHECKS.** Under normal conditions, day shift employee paychecks will be distributed prior to the end of their regular shift on Thursday of each week; afternoon shift employee paychecks will be distributed prior to the lunch break on Thursday of each week; and midnight shift employee paychecks will be distributed prior to the lunch break on Thursday of

each week. However, any such employees who receive paychecks on Thursday and who do not complete their work shift on Thursday or who do not report to work on the scheduled next day following receipt of said paychecks will forfeit their privilege of being paid on Thursday until they have demonstrated improved work attendance.

**SECTION 7. SHIFT PREMIUM.** A shift premium of twenty-three cents (\$.23) per hour will be paid to employees regularly working on the third (midnight) shift. A shift premium of eighteen cents (\$.18) per hour will be paid to employees regularly working on the second (afternoon) shift.

**SECTION 8. WAGES.**

A. **WAGE TABLE.** Hourly pay rates by job classification during this contract's term shall be as follows:

<b>BUMPER DEPT.</b>	<b>GROUP</b>	<b>1/24/09</b>	<b>4/1/09</b>	<b>1/1/11</b>
Team Leader (Pressline, Bracket, Welding)	3	17.15	15.15	17.15
Beam Set-up Operator	2	15.70	13.70	15.70
Bumpers Set-up Operator	2	15.70	13.70	15.70
Welding Set-up Operator	2	15.70	13.70	15.70
Repair Welder	3	16.20	14.20	16.20
<b>EXTRUSION DEPT.</b>	<b>GROUP</b>	<b>1/24/09</b>	<b>4/1/09</b>	<b>1/1/11</b>
Team Leader (Extrusion, Saw)	3	17.15	15.15	17.15
Press Operator/Utility	3	15.91	13.91	15.91
Extrusion Operator	2	15.50	13.50	15.50
Saw Stacker Operator	2	15.70	13.70	15.70
Saw Set-up Operator	2	15.70	13.70	15.70
Die Fitter/Barber (Die Technician)	3	17.88	15.88	17.88
Die Service	2	15.68	13.68	15.68
Quality Support Technician	3	15.80	13.80	15.80
Quality Support Leader	3	16.16	14.16	16.16
<b>LOGISTICS DEPT.</b>	<b>GROUP</b>	<b>1/24/09</b>	<b>4/1/09</b>	<b>1/1/11</b>
Receiving	2	15.32	13.32	15.32
Material Handler	2	15.50	13.50	15.50
Team Leader (Material Handler)	3	17.15	15.15	17.15
Inventory Pull Coordinator	2	15.57	13.57	15.57
Truck Driver	2	15.70	13.70	15.70
<b>MAINTENANCE DEPT.</b>	<b>GROUP</b>	<b>1/24/09</b>	<b>4/1/09</b>	<b>1/1/11</b>
Team Leader	4	+1.45	+1.45	+1.45
Machine Repair	3	22.58	20.58	22.58
Electrician	3	22.75	20.75	22.75
Oiler	2	15.85	13.85	15.85
Janitor	1	14.74	12.74	14.74

Toolkeeper	3	16.12	14.12	16.12
Crib Attendant	2	15.50	13.50	15.50
Inventory Coordinator	3	15.82	13.82	15.82
Weld Lab Technician	3	15.80	13.80	15.80
Weld Lab Team Leader	3	17.15	15.15	17.15
<b>QUALITY DEPT.</b>	<b>GROUP</b>	<b>1/24/09</b>	<b>4/1/09</b>	<b>1/1/11</b>
Layout Inspector (CMM Operator)	3	16.41	14.41	16.41
Layout Inspector (CMM Operator with CMI Certification)		17.41	15.41	17.41
Layout Inspector (CMM Operator with CMI & CQT Certification)		18.41	16.41	18.41
<b>OTHER FAB DEPT.</b>	<b>GROUP</b>	<b>1/24/09</b>	<b>4/1/09</b>	<b>1/1/11</b>
Corvette Bracket Set-up Operator	2	15.70	13.70	15.70
<b>WINDSHIELD FRAME DEPT.</b>	<b>GROUP</b>	<b>1/24/09</b>	<b>4/1/09</b>	<b>1/1/11</b>
Team Leader (General, CNC, Welding, Pressline)	3	17.15	15.15	17.15
Pressline Set-up Operator	2	15.70	13.70	15.70
CNC Set-up Operator	2	15.70	13.70	15.70
Welding Set-up Operator	2	15.70	13.70	15.70
General Set-up Operator	2	15.70	13.70	15.70
Repair Welder	3	16.20	14.20	16.20
<b>TOOLING DEPT.</b>	<b>GROUP</b>	<b>1/24/09</b>	<b>4/1/09</b>	<b>1/1/11</b>
Team Leader	4	23.19	21.19	23.19
Tool and Die Maker	3	21.74	19.74	21.74
Tool Milling Machinist (Samplemaker)	3	17.02	15.02	17.02

GROUP 3 SKILLED JOB CLASSIFICATIONS	WAGE PROGRESSION STEPS	1/24/09 RATES	4/1/09 RATES	1/1/11 RATES
Tool Milling Machinist	Start rate	16.78	14.78	16.78
	After 6 months	16.84	14.84	16.84
	After 1 year	16.90	14.90	16.90
	After 1.5 years	16.96	14.96	16.96
	After 2 years	17.02	15.02	17.02
Layout Inspector	Start rate	16.17	14.17	16.17
	After 6 months	16.23	14.23	16.23
	After 1 year	16.29	14.29	16.29
	After 1.5 years	16.35	14.35	16.35
	After 2 years	16.41	14.41	16.41
Die Fitter/Barber	Start rate	17.64	15.64	17.64
	After 6 months	17.70	15.70	17.70
	After 1 year	17.76	15.76	17.76

	After 1.5 years	17.82	15.82	17.82
	After 2 years	17.88	15.88	17.88
Maintenance Dept. Electrician Indentured Apprentices	1st 1,000 hours	14.79	13.49	14.79
	2nd 1,000 hours	15.93	14.53	15.93
	3rd 1,000 hours	17.06	15.56	17.06
	4th 1,000 hours	18.20	16.60	18.20
	5th 1,000 hours	19.34	17.64	19.34
	6th 1,000 hours	20.48	18.68	20.48
	7th 1,000 hours	21.61	19.71	21.61
	8th 1,000 hours	21.61	19.71	21.61
	Approved by Joint Apprenticeship Committee	22.75	20.75	22.75

GROUP 3 SKILLED JOB CLASSIFICATIONS	WAGE PROGRESSION STEPS	1/24/09 RATES	4/1/09 RATES	1/1/11 RATES
Maintenance Dept. Machine Repair Indentured Apprentices	1st 1,000 hours	14.68	13.38	14.68
	2nd 1,000 hours	15.81	14.41	15.81
	3rd 1,000 hours	16.94	15.43	16.94
	4th 1,000 hours	18.06	16.46	18.06
	5th 1,000 hours	19.19	17.49	19.19
	6th 1,000 hours	20.32	18.52	20.32
	7th 1,000 hours	21.45	19.55	21.45
	8th 1,000 hours	21.45	19.55	21.45
	Approved by Joint Apprenticeship Committee	22.58	20.58	22.58
Tool and Die Indentured Apprentices	1st 1,000 hours	14.13	12.83	14.13
	2nd 1,000 hours	15.22	13.82	15.22
	3rd 1,000 hours	16.31	14.81	16.31
	4th 1,000 hours	17.39	15.79	17.39
	5th 1,000 hours	18.48	16.78	18.48
	6th 1,000 hours	19.57	17.77	19.57
	7th 1,000 hours	20.65	18.75	20.65
	8th 1,000 hours	20.65	18.75	20.65
	Approved by Joint Apprenticeship Committee	21.74	19.74	21.74

Future hires, those hired on or after January 24, 2009, shall be paid at the following rates:

**Production, Shipping, and Receiving areas: \$10.00 per hour**

Employees hired in on the second tier shall receive a \$.25 cent per hour increase in wages upon completion of each year of service until they reach the first-tier pay rate for their position. These annual wage increases shall be based upon each individual's years of service.

**Skilled Trades:** Current first-tier contract rates

**Team Leaders:** Current contract rates

**B. WAGE ADMINISTRATION GUIDELINES.**

1. An employee placed into a higher rated or lower rated classification shall receive the wage rate of the new job classification.

An employee of a new job classification may be returned to his former job and seniority status at any time during his first forty-five (45) calendar days of employment in the new job classification if, in the supervisor's judgment, the employee has failed to show the ability necessary to continue in the new job classification.

**SECTION 9. NEW PAY RATE.** Rates for new job classifications as established by the Company shall be designated as temporary and the Union notified thereof within five (5) days of the effective date of the newly established rate. The rate shall be considered temporary for a period of one (1) month following the date of notification to the Union. During this period, the Union may request the Company to negotiate the rate for the job classification. The negotiated rate, if higher than the temporary rate, shall be applied retroactively to the date of the establishment of the temporary rate. If no request has been made by the Union to negotiate the rate within the one (1) month period or upon completion of negotiations, the temporary rate or the negotiated rate, as the case may be, shall become the established rate for the job classification, which rate will not be subject to either the grievance procedure or arbitration.

**SECTION 10. BEREAVEMENT PAY.** When death occurs in an employee's family (i.e., spouse, parent or stepparent, parent or stepparent of a current spouse, child or stepchild, grandchildren, brother, brother-in-law or sister-in-law, stepbrother or half-brother, sister, stepsister or half-sister, or grandparents of employee or spouse), the employee will be excused upon his written request for any of the first three (3) normally scheduled working days (excluding Saturdays, Sundays and holidays) immediately following the date of death, provided he attends the funeral.

An otherwise eligible employee may elect to defer his bereavement leave to any time period within the first ten (10) consecutive days immediately following the date of death, providing he makes prior arrangements at the Company's Human Resource Department. Such deferment of bereavement leave time will not disqualify an otherwise eligible bereavement pay recipient as hereinbefore provided.

By notifying the Company in advance, an employee may extend a scheduled vacation absence by three (3) days in the event that a qualifying death occurs during his scheduled vacation absence; such extension will serve to qualify such employee for bereavement pay.

In the event a member of the employee's immediate family, as above defined, dies while in the active service of the Armed Forces of the United States, the employee may, should the funeral be delayed, have his excused absence from work delayed until the period of three (3) normally scheduled working days, which includes the date of the funeral. In the event the body of a

member of the employee's immediate family, as above defined, is not buried in Continental North America solely because the cause of death has physically destroyed the body or the body is donated to an accredited North American hospital or medical center for research purposes, the requirement that the employee attend the funeral will be waived.

An employee excused from work under the above paragraph shall, after making written application, receive the amount of wages he would have earned by working during straight-time hours on such scheduled days of work which he is excused (excluding Saturdays, Sundays and holidays, or in the case of employees working in necessary continuous seven (7) days operations, the sixth (6th) and seventh (7th) work days of the employee's scheduled working week and holidays).

No employee shall be compensated under this section if he works.

**SECTION 11. JURY DUTY.** An employee with one (1) or more year's seniority who is summoned and reports for jury duty as prescribed by applicable law shall be paid by the Company an amount equal to the difference between the amount of regular straight-time wages the employee otherwise would have earned by working during straight-time hours for the Company on that day and the daily jury duty fee paid by the court (not including travel allowances or reimbursement of expenses) for each day on which he reports for or performs jury duty and on which he otherwise would have been scheduled to work for the Company. The Company's obligation to pay an employee for jury duty is limited to a maximum of sixty (60) days in any calendar year.

In order to receive payment, an employee must give his supervisor and the Human Resource Manager prior written notice that he has been summoned for jury duty and must furnish satisfactory evidence that he reported for or performed jury duty on the days for which he claims such payment. The provisions of this section are not applicable to an employee who, without being summoned, volunteers for jury duty.

## **ARTICLE XII - HOLIDAY PAY**

**SECTION 1. HOLIDAYS AND ELIGIBILITY.** All hourly-rated employees shall receive holiday pay for Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving, and the Christmas holiday period, providing:

- A. The employee has seniority as of the date of the holiday.
- B. The employee would otherwise have been scheduled to work on such day if it had not been a holiday.
- C. The employee must have worked the last scheduled work day prior to and the next scheduled work day after such holiday. Employees tardy on such last and next scheduled work days will lose their holiday pay if such tardiness exceeds one-half (1/2) hour during the employee's scheduled work hours for that day. Employees absent on such last scheduled work day and next scheduled work day for reasons of illness must furnish proof of illness acceptable to the Company's Human Resource Department indicating that the employee was physically incapable of working.

**SECTION 2. HOLIDAY CELEBRATION DATES.** The dates on which various holidays are celebrated during the period of this contract afford time off between the Christmas and the New Year's holidays. In the event an otherwise eligible employee is caused to work on a day subsequently designated as a holiday, he will be eligible for premium pay as prescribed by this contract; however, in the event an otherwise eligible employee is caused to work on a holiday subsequently designated to be celebrated on another date, he will be paid in accordance with pay policies established for work performed on any regular work day during any regular work week. The following list reflects those paid holidays which will be recognized by the new contract.

## **HOLIDAY CELEBRATION DATES**

<b><u>2009</u></b>		<b><u>2010</u></b>		<b><u>2011</u></b>
01/01/09	Thursday	01/01/10	Friday	
04/10/09	Friday	04/02/10	Friday	
05/25/09	Monday	05/31/10	Monday	
07/03/09	Friday	07/02/10	Friday	
09/07/09	Monday	09/06/10	Monday	
11/26/09	Thursday	11/25/10	Thursday	
11/27/09	Friday	11/26/10	Friday	
12/24/09	Thursday	12/23/10	Thursday	
12/25/09	Friday	12/24/10	Friday	
12/31/09	Thursday	12/30/10	Thursday	
		12/31/10	Friday	

The periods between Christmas and New Year's Day shall be recognized as working time if required by customer demand.

**SECTION 3. HOLIDAY PAY COMPUTATION.** Holiday pay shall be for eight (8) hours at the eligible employee's straight time regular rate exclusive of shift differential or overtime.

**SECTION 4. ELIGIBILITY MODIFICATIONS.**

- A. Employees with seniority who have been laid off in a reduction of force during the work week prior to or during the week in which the holiday occurs will receive holiday pay.
- B. Employees with seniority who are absent from work during a regularly scheduled work week during which one (1) of the above mentioned holidays falls, due to approved leave of absence or sick leave commencing not more than one (1) week prior to or terminating not more than one (1) week after the week in which the holiday falls, shall receive holiday pay.
- C. When one of the above holidays falls within an eligible employee's approved vacation period, and he is absent from work during his regularly scheduled work week because of such vacation, he shall be paid for such holiday.
- D. When a holiday falls on Saturday, eligible employees shall receive holiday pay, provided they have worked the full scheduled shift on the last preceding scheduled work day within the week in which that holiday falls. When a holiday falls on a Sunday, holiday pay will be given for the following day if that day is observed by the federal government as a holiday.
- E. An employee who works on a holiday will receive holiday pay if otherwise eligible under the holiday procedure and will also be paid double his normal straight-time earnings for such hours worked.
- F. Employees who have accepted holiday work assignments and failed to report for and perform such work shall not receive holiday pay.
- G. Employees who are eligible to receive holiday pay under this procedure and work part of a shift that falls within the holiday shall receive straight time for such work on a holiday.
- H. For each Christmas holiday period (i.e., the holidays scheduled between Christmas and New Year's each calendar year), an employee must work the last scheduled day prior to each holiday period and the next scheduled work day after each holiday period. Failure to work either the last scheduled work day prior to or the next scheduled work day after each holiday period will disqualify the employee from holiday pay for the two (2) holidays immediately succeeding or immediately preceding such scheduled work day.

- I. An employee who commences receiving pension benefits on January 1 and is otherwise eligible for Christmas holiday period pay up to and including December 31 of the previous year will receive such holiday pay.
- J. Employees laid off during the period beginning two (2) weeks prior to the Christmas shutdown period and ending during the week following the Christmas shutdown period will be eligible for Christmas holiday period pay.

## ARTICLE XIII - VACATION PROVISIONS

**SECTION 1. VACATION TIME OFF.** Each employee who, on January 1, has one (1) or more years of seniority, shall be entitled to vacation pay as provided in this Article's Section 2; and, if such employee has worked one thousand forty (1040) hours or more during the twelve (12) consecutive calendar months immediately preceding his date of hire, he shall be entitled to time off work in accordance with the following table, provided that the employee works during the year in which the vacation is taken.

<u>Service on Qualifying Date</u>	<u>Time Off</u>
Six months to One year	Two (2) days off
One (1) to two (2) years' service	One (1) week off
Two (2) to five (5) years' service	Two (2) weeks off
Five (5) to eleven (11) years' service	Three (3) weeks off
Eleven (11) years' service and over	Four (4) weeks off

An employee who moves to a new length-of-service bracket on his anniversary hire date will be allowed vacation leave corresponding to the number of weeks for that particular year that his new bracket calls for. For example: An employee whose fifth (5th) anniversary hire date falls on September 1 is entitled to two (2) weeks' vacation time off prior to September 1. After September 1, he would be eligible for an additional one (1) week, for a total of three (3) weeks in that calendar year.

The Company will establish a procedure whereby employees, in a period from February 1<sup>st</sup>. to February 28<sup>th</sup> of each calendar year, may make application in writing for vacation time off, indicating first, second and third choices.

In the event more employees apply for time off than can be scheduled for vacation time based upon the scheduling needs of the company, plant seniority will be the basis for resolving priority of applications for time off.

If application is not made within this time period, available vacation time off will be scheduled on a first come, first serve basis. Employees who request a vacation during the seniority qualification period (February 1 – February 28) to also be taken during the seniority qualification period (February 1 – February 28) shall be granted on a first come first serve basis.

Vacation requests made outside the seniority qualification period of February 1 – February 28 of each year, shall be approved or denied within three (3) working days of the employer's receipt of the request. The company agrees to cooperate with employees who have an emergency need to know if their request is approved or denied by making every effort to approve or deny the request within one working day.

Time lost on account of industrial accidents or occupational disease, as well as time lost away from the plant by Union representatives on official Union business, shall be counted as time worked for the purpose of this section.

Vacation time unused in any calendar year shall be of no value or credit in any other year, except for one (1) week, which may be rolled over to the succeeding year. In the event the roll-over days are unused, employees will receive a maximum of five (5) days payout. This payment will be made in December of each year. However, where the company has created conditions that prohibit the use of desired vacation time, upon proper application, the company may, at their complete discretion, permit an employee to carry over some additional vacation time.

## **ARTICLE XIV - PENSION PLAN**

**SECTION 1. GENERAL.** Although reflected in a separate document, the pension plan which was in effect during the life of the contract that expired on September 2, 1986, will continue as part of this labor agreement and will continue in effect during the new contract's life at Company expense. In addition, the improvements described in subsequent sections of this Article will be placed into effect on the dates indicated, at Company expense, and will be reflected in the pension plan's text.

**SECTION 2. FUTURE RETIREES.** The basic benefit level per month per year of credited service for otherwise eligible employees who retire under the pension plan's normal, early, disability, or vested deferred provisions will be \$12.25 per month per year of credited service on and after October 1, 1988, \$15.25 on and after December 3, 1996, \$16.25 on and after December 4, 1999, \$17.25 on and after December 4, 2000 and \$18.25 on and after December 4, 2001 and \$19.50 on and after January 24, 2005. Applicable actuarial reduction formulas specified within the pension plan will continue in effect. The benefit level per month per year of credited service in effect at the time a vested employee's service terminates will continue to be the basis for determining the monthly benefit amount when he is eligible to receive such benefits.

Future employees, those hired after January 24, 2006 shall not be eligible for pension contributions from the Company.

**SECTION 3. PAST RETIREES AND SURVIVING SPOUSES.** On and after October 1, 1978, the pension benefit of former employees, and surviving spouses of former employees, who retired under the normal, early, vested, deferred, or disability features of the pension plan prior to October 1, 1978, will be increased fifty cents (\$.50) per month per year of credited service.

On and after October 1, 1978, the pension benefit of former employees, and surviving spouses of former employees, who retired under the normal, early, vested, deferred, or disability features of the pension plan prior to October 1, 1978, will be increased by fifty cents (\$.50) per month per year of credited service in effect at the time a vested employee's service terminates will continue to be the basis for determining the monthly benefit amount when he is eligible to receive such benefits.

### **SECTION 4. OTHER PENSION PLAN CHANGES.**

A. **MILITARY CREDITED SERVICE.** Pursuant to the Selective Service Act, an employee who left or leaves the Company's employ and who returned or returns to the Company's employ will be credited with pension plan credited service lost while serving in the military of the United States government; however, in no case will the reinstatement of such credits serve to afford more pension plan credited service than such employee would have earned as a full-time employee of the Company during the time he served in the military.

- B. **EARLY RETIREMENT AGE.** An otherwise eligible employee may continue to retire at age fifty-five (55); however, the pension plan's early retirement reduction formula will apply to the applicable basic benefit level per month per year of credited service.
- C. **SURVIVOR'S OPTION ELIGIBILITY.** The survivor's option feature will apply to an otherwise eligible employee, including a disability retiree, at age fifty-five (55).
- D. **PENSION BOARD MEMBER INSURANCE EXPENSE.** Any insurance expense for joint Pension Board members which the ERISA Law may require will be paid by the Company.
- E. **ERISA EFFECTS UPON PENSION PLAN.** Any changes to the pension plan required by the ERISA Law will not reduce negotiated pension benefits.
- F. **PENSION BOOKLETS.** Subsequent to including ERISA Law mandated changes in the pension plan, the complete plan text will be printed, reproduced in sufficient quantity, and distributed to all employees covered by this agreement.
- G. Effective January 1, 1979, employees whose effective date of retirement is on or after January 1, 1979, and whose total years of credited service is thirty (30) or more, and whose age at date of retirement is at least fifty-five (55) years, but less than sixty-two (62), shall receive the basic benefit payable under the plan plus a supplemental benefit, the sum of which shall equal seven hundred fifty dollars (\$750.00) per month. Payment of the supplemental benefit to a retiree under this provision shall cease on the retiree's sixty-second (62nd) birthday.
- H. Effective October 1, 1978, the surviving spouse benefit shall be increased from fifty-five percent (55%) to sixty percent (60%) for employees retiring on or after October 1, 1978.
- I. Pension benefit improvements which become effective with the signing of this agreement shall be funded over a period of thirty (30) years or less.
- J. Effective October 1, 1978, the Company will contribute eight dollars and twenty cents (\$8.20) per month toward the cost of Medicare coverage for eligible retirees and surviving spouses.
- K. Upon receipt of a duly signed check-off authorization, the Company agrees to withhold a maximum of two dollar (\$2.00) per month from the pension benefit of eligible retirees. Such monies are to be paid to the Local Union as monthly dues.
- L. All provisions of the present pension plan not modified above will remain as at present

## **SECTION 5. 401(k) PLAN**

For information purposes only, the Company provides a 401(k) Plan for qualified employees which may be modified by the employer from time to time and made known to the employees.

The Savings Plan for Holland Union Employees and the Norsk Hydro Savings Plan will merge.

## **ARTICLE XV - INSURANCE**

**SECTION 1. GENERAL.** Except as otherwise provided by and changed in this Agreement, life, accidental death and dismemberment, transition and bridge, weekly indemnity, and medical insurance coverage's (i.e., hospitalization and surgical) for inactive payroll employees which were in effect during the life of the contract that expired on September 2, 1986, will continue in effect during the new agreement's life. Policies regarding eligibility for coverage and coverage effective dates, which prevailed during the life of the contract that expired September 2, 1986, and which are unchanged by this Article, will continue in effect during this labor agreement's life.

**SUMMARY OF BENEFITS IN EFFECT  
JANUARY 24, 2006**

<u>Benefits</u>	<u>Benefit Amounts</u>
Life insurance for active payroll employees	\$ 40,000
Dependent insurance:	
Spouse	\$ 2,000
Dependent children between the ages of six (6) months and nineteen (19) years	\$ 2,000
Dependent children between the ages of five (5) days and six (6) months	\$ 500
Life insurance for pension plan retirees	\$ 1,000
Accidental death and dismemberment insurance for active payroll employees	\$ 80,000
Survivor income benefit insurance:	
Transition (twenty four (24) months)	\$350/month
Bridge	\$350/month
Weekly sickness and accident benefits for employees (Commencing the eighth day of an accident or sickness for a maximum period of twenty six (26) weeks.)	\$300/week.
Medical insurance (employee and dependents):	
Michigan Blue Cross/Blue	

Shield PPO 250/500,  
80-20 plan (or equivalent  
alternate carrier coverage)  
with \$1000 stop loss after  
deductible is paid;

**SECTION 2. LIFE INSURANCE.** Effective January 24, 2003, the insurance coverage for otherwise eligible active payroll employees will be forty thousand dollars (\$40,000).

**SECTION 3. ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE.** Effective January 24, 2003, accidental death and dismemberment insurance for otherwise eligible active payroll employees will be eighty thousand dollars (\$80,000).

#### **SECTION 4. TRANSITION AND BRIDGE BENEFITS.**

**A. TRANSITION BENEFITS ELIGIBILITY.** The transition benefit monthly payment will commence on the first day of the month following your death. This payment will continue for twenty four (24) months or until you are not survived by anyone who qualifies as an eligible survivor, whichever occurs first. The transition benefit will be paid in order of priority to:

1. Your widow or widower, if she or he was lawfully married to you for at least one (1) year immediately prior to your death.
2. Your unmarried child or children under twenty one (21) years of age at the time each monthly benefit becomes payable.
3. Your parent or parents for whom you provided at least fifty percent (50%) support during the calendar year preceding the year in which your death occurred or you became continuously disabled until death.

(Since more than one individual may qualify under 2 and 3 above, the monthly benefit will be divided equally among the survivors.)

**B. BRIDGE BENEFIT ELIGIBILITY.** The bridge benefit is payable to your widow or widower in the form of monthly income benefits and will begin on the first day of the month following receipt of the last transition benefit payment. Your spouse must have been at least forty eight (48) but under sixty (60) years of age at the time of your death, and not remarried at the time this benefit commences. Also, if your spouse receives Social Security benefits for your dependent children, the bridge benefit will not become payable until the Social Security benefits cease.

The bridge benefit will terminate when your spouse:

1. Remarries.
2. Attains age sixty-two (62) or any younger age at which full widow or widower's insurance benefits are payable under the Federal Social Security Act.
3. Ceases to qualify as an eligible survivor.
4. Dies.

**D. TRANSITION AND BRIDGE DISABILITY BENEFIT.** In case of total disability while insured, your survivor income benefit insurance will be continued without further cost for as long as you remain totally disabled, if:

1. The disability starts before your sixtieth (60th) birthday, and, in all probability, you will be unable to engage in any work for an extended period of time, and
2. At the time you become so disabled, you have an eligible survivor.

#### **SECTION 5. WEEKLY SICKNESS AND ACCIDENT BENEFITS.**

**A. WEEKLY BENEFIT LEVEL IMPROVEMENTS.** For new claims originating on and after December 4, 2001, the weekly benefit level will be two hundred fifty dollars (\$250.00) per week. Effective January 24, 2005 the benefit will increase to three hundred dollars (\$300.00) per week. Employees shall become eligible for such weekly sick and accident payment after seven (7) consecutive calendar days of illness, provided that such illness and/or accident is not compensable under the Michigan

Worker's Compensation Statute. Said benefit shall be provided for no more than 26 weeks in any rolling 12 month period.

**B. WEEKLY SICK AND ACCIDENT BENEFITS AND DISPUTED WORKMEN'S COMPENSATION CLAIMS.** Weekly sickness and accident benefits will be payable to a Workmen's Compensation claimant whose disabling circumstances commence on and after October 1, 1978, as hereafter provided. Subject to the completion of a reimbursement agreement form provided by the Company, disability advances shall be paid to a claimant for weekly sickness and accident benefits who has alleged that the disabling circumstance is work-related when the Company does not voluntarily accept liability under existing Workmen's compensation laws, providing medical evidence of total and continuous disability satisfactory to the insurance carrier is submitted. Such payments will cease should the Company's insurance carrier subsequently determine that a claimant is not eligible for weekly sickness and accident benefits. In the event it is subsequently determined that weekly sickness and accident benefits remitted in this circumstance should not have been paid and/or should have been paid in a lesser amount, written notice shall be given to the claimant, and he shall repay the entire amount or the amount of overpayment to the insurance carrier. If the claimant fails to repay promptly, the insurance carrier shall recover the amount due and owing by making an appropriate deduction or deductions from any future benefit payment or payments payable to the employee under the group insurance program, or may cause the Company to make the appropriate deductions from future compensation payable by the Company to the claimant.

#### **SECTION 6. MEDICAL INSURANCE.**

**A. PPO 250/500, 80-20 PLAN.** During the term of this Agreement, eligible employees and their dependents will be covered by the Michigan Blue Cross/Blue Shield PPO 250/500, 80-20 plan (or equivalent alternate carrier coverage), with a \$1000 stop loss (after deductibles are met).

**HSA Option.** The employer may submit a request to the Union to review an HSA or other plan that may be offered as an alternative option for employees interested in such plan. The Union is under no obligation to agree to any changed health care policy, however the Union agrees to consider the alternative plan option.

New hires, those hired after 1/24/09 may be enrolled into an HSA plan. Otherwise, they will be offered the benefit plan available to current employees.

**COST SHARING.** Effective January, 24, 2006 employees will co-pay 15% of the company's monthly medical insurance premiums.

**B. PRE - 11/08/90 RETIREE MEDICAL INSURANCE COVERAGE**

Those employees who retire prior to November 8, 1990, will for the term of this Agreement be covered pursuant to the medical coverage reflected by this Agreement. This includes:

1. **B-77 Program.** Effective November 9, 1993, eligible past retirees (and their dependents) who have retired from active service under the Pension Plan will be covered by the Michigan Blue Cross/Blue Shield B-77 Program (or equivalent alternate carrier coverage), including the FAE-VST-Reciprocity Rider. The cost of such retiree group coverage shall be equally borne by the Company and the retiree electing the coverage.
2. **Master Medical Program.** Effective November 9, 1993, eligible past retirees (and their dependents) who have retired from active service under the Pension Plan will be covered by the Michigan Blue Cross/Blue Shield 80/20 co-pay master medical program (or equivalent alternate carrier coverage). Deductibles under this plan shall be one hundred dollars (\$100.00) individuals and two hundred dollars (\$200.00) family. The cost of such retiree group coverage shall be equally borne by the Company and the retiree electing the coverage.
3. **Drug Coverage.** Effective November 9, 1993, coverage for past retirees only under the previous contract's medical insurance program's two dollar (\$2.00) co-pay drug rider under the pension plan, will continue in force and to be fully paid by the Company.
4. **Medicare Co-Payment.** During the life of this Agreement the Company will continue to contribute eight dollars and twenty cents (\$8.20) per month toward the cost of Medicare coverage for eligible past retirees and surviving spouses.
5. **Premium Co-Payment.** Retiree group premium co-payments must be paid on a monthly basis and may be made by cash payment or by authorized reduction in the retiree's monthly retirement benefits.

**C. POST NOVEMBER 8, 1990, RETIREE MEDICAL INSURANCE COVERAGE**  
Those employees who retire subsequent to November 8, 1990, will for the term of this Agreement be covered pursuant to the medical coverage reflected by this Agreement.

This includes:

1. **CMM 80-20 Plan with \$100/\$200 Deductible.**  
Effective November 9, 1993, employees retiring from active service (and their dependents) will be covered by the Michigan Blue Cross/Blue Shield CMM 80/20 - \$100/\$200 Deductible Plan (or equivalent alternate carrier coverage), with a \$1,000 stop loss (after deductibles are met).  
Blue Cross/Blue Shield (or alternate carrier) to reimburse eligible covered retirees for reasonable and customary charges (R & C) pursuant to Blue Cross/Blue Shield's (or alternate's) schedule of reimbursable payments.  
The cost of such retiree group coverage shall be equally borne by the Company and the retiree electing the coverage.
2. **Medicare Co-Payment.** During the life of this Agreement the Company will continue to contribute eight dollars and twenty cents (\$8.20) per month toward the cost of Medicare coverage for eligible retirees and surviving spouses.
3. **Premium Co-Payment.** Retiree group premium co-payments must be paid on a monthly basis and may be made by cash payment or by authorized reduction in the retiree's monthly retirement benefits.

**D. POST DECEMBER 3, 1997, RETIREE MEDICAL INSURANCE COVERAGE**

Those employees who retire subsequent to December 3, 1997, will for the term of this Agreement be covered pursuant to the medical coverage reflected by this Agreement. Employees hired after January 24, 2006, will not be eligible for retiree medical insurance coverage. Effective April 1, 2009, current employees will no longer be eligible to receive retiree medical insurance coverage upon retirement.

This includes:

**1. CMM 80-20 Plan with \$100/\$200 Deductible.**

Effective December 3, 1997, employees retiring from active service (and their dependents) will be covered by the Michigan Blue Cross/Blue Shield CMM 80/20 - \$100/\$200 Deductible Plan (or equivalent alternate carrier coverage), with a \$1,000 stop loss (after deductibles are met).

The cost of such retiree group coverage shall be equally borne by the Company and the retiree electing the coverage.

**2. Medicare Co-Payment.** During the life of this Agreement the Company will continue to contribute eight dollars and twenty cents (\$8.20) per month toward the cost of Medicare coverage for eligible retirees and surviving spouses.

**3. Premium Co-Payment.** Retiree group premium co-payments must be paid on a monthly basis and may be made by cash payment or by authorized reduction in the retiree's monthly retirement benefits.

**SECTION 7. DENTAL INSURANCE COVERAGE.** Effective on and after September 3, 1978, eligible employees and their covered dependents will continue to be provided dental program insurance coverage at Company expense. Coverage effective dates will be as per this Article's Section 8.

**SECTION 8. INSURANCE COVERAGE EFFECTIVE DATES.**

- A. Group insurance coverage (i.e., life, AD&D, dependent life, transition and bridge, weekly sickness and accident) and medical insurance coverage's for a new hire or a rehired employee will become effective on the thirty first (31st) day of employment, providing such employee is on the active payroll on such day.
- B. For an employee reinstated from the inactive to the active payroll, group and medical insurance coverage's provided by this agreement will become effective on the effective date of placement onto the active payroll.
- C. Except for Company-paid group and medical insurance coverage's hereinbefore specified for employees who retire under this agreement's pension plan, all Company-paid group and medical insurance coverage's will cease on the first day immediately following termination of seniority.
- D. Company-paid group and medical insurance coverage's for inactive payroll employees will be continued in accordance with the following:

1. Life, dependent life, AD&D, transition and bridge, and medical insurance coverage's will be afforded to employees who become inactive by reason of layoff, vacation leave, personal leave, or any other approved leave for four (4) calendar months following the month in which such leaves commence.
2. Life, dependent life, AD&D, transition and bridge, and medical insurance coverage's will be afforded to employees who become inactive by reason of an approved non-industrial injury and/or sickness, or maternity leave for six (6) calendar months immediately following the month in which such approved leaves commence.

E. An employee who becomes inactive by reason of layoff and/or an approved leave may purchase medical insurance coverage for eighteen (18) months immediately following the last month for which the Company remits insurance premiums in behalf of the inactive employee by making advance payments to the Company's personnel office.

F. An employee who becomes inactive by reason of an industrial injury and/or illness shall continue to be provided with coverage's for life, dependent life, AD&D, transition and bridge, and medical insurance for a period not to exceed one (1) year. Cost of such coverage's will be fully paid by the Company.

**SECTION 9. INSURANCE HIGHLIGHT BOOKLETS.** Descriptions of benefits and eligibility requirements which prevailed during the immediately preceding labor agreement's term and improvements to which reference is herein made will be reflected in insurance highlight booklets which the Company will require the respective carriers to provide covered employees.

**SECTION 10. EYEGLASS PURCHASE.** Effective September 3, 1983, the Company will make available to dependents of employees (those eligible for hospital/medical insurance coverage) the option to purchase eyeglasses through the Company on the same basis as such program has previously been available to employees.

**SECTION 11. CASH-IN-LIEU OF INSURANCE.** Effective January 1, 2000 the Company will pay employees who do not elect coverage under the group medical plan \$150.00 per month (subject to legally required deductions) provided that they submit proof of other coverage for themselves and their dependents. If/when employees lose their other coverage they shall be eligible to rejoin the Company's group plan effective the date their loss began. Employees who simply change their mind will have to wait until the open enrollment period.

## **ARTICLE XVI - GENERAL**

**SECTION 1. BULLETIN BOARDS.** The Company shall permit the use by the Union a sufficient space on the Company's bulletin board for the posting of notices restricted as follows:

- A. Notice of Union recreational and social affairs.
- B. Notice of Union elections, appointments, and results of Union elections pertaining to the plant or department involved.
- C. Notice of Union meetings.

All such notices must be submitted to the Company for approval before posting.

**SECTION 2. SAFETY.** The Company shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment, as it has prior to the signing of this Agreement through the maintenance of its protective devices and equipment in accordance with the requirements of the state law.

In order to carry out the extent of this section, there shall be a joint Union-Management plant safety team consisting of three representatives from the union and three representatives from management. The union shall designate its representatives. The plantwide safety committee shall meet monthly. The Bargaining Committee's Chairperson will also serve on the plant wide safety committee.

The Company will make available to the Union upon request its OSHA log or Workers Compensation Form 200's.

The Union's designated representative will accompany federal or state safety inspectors on tours of the plant, and will be paid for regular work time missed as a consequence of such inspections.

**SECTION 3. CONTRACT PREEMPTION.** Any agreement made by representatives of either party which is not consistent with the terms of this contract shall be of no force and effect.

**SECTION 4. VALIDITY OF AGREEMENT.** This Agreement supersedes all prior agreements and understandings, oral or written, except as they are expressly reaffirmed or incorporated herein. Should any term or terms of this Agreement be or become wholly or partly in conflict with the laws existing during the terms of this Agreement, the validity of the balance of this Agreement shall in no way be affected, and this Agreement shall be deemed modified to conform to the provisions of said existing laws.

**SECTION 5. COMPLETE AGREEMENT.** The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Company and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

**SECTION 6. TRUSTEE REPORTS.** Copies of all trustees' reports of all benefit plans shall be provided to the International Union, UAW, Solidarity House, Detroit, Michigan (8000 East

Jefferson Avenue), and to the Regional Director, 3300 Leonard, N.E., Grand Rapids, Michigan 49546-1026.

**SECTION 7. MAILING LISTS.** Within thirty (30) days after the ratification of this Agreement and every six (6) months thereafter during the term of this Agreement, the Company shall give to the International Union the names of all retirees, as well as employees covered by this Agreement, together with their addresses and Social Security numbers as they appear on the records of the Company. The International Union shall receive and retain such information in confidence and shall disclose it only to those officials of the Union whose duties require them to have such information.

**SECTION 8. COMPENSABLE INJURIES.** When, because of a compensable injury, it is necessary for an employee to leave his work for medical treatment on the day of injury, he shall be paid for time lost from regular work on the day of his injury while receiving treatment. If the doctor determines that the employee is unable to return to work on the day of his injury, and so notifies the Company in writing, the employee shall be paid for the balance of the shift on which he was injured. Other than entitlement to weekend premium pay, an employee is not entitled to overtime pay under this provision. If, upon his return to work, the employee has to receive medical treatment due to such injury, and such treatment can only be received during his regular work shift, he shall be paid for time lost while receiving treatment.

**SECTION 9. PRINTING OF CONTRACT.** The Company shall have the total Agreement printed in booklet form and furnish sufficient copies to the Union and to each employee in the bargaining unit. The Company shall further supply the union with the total agreement in the form of diskette.

**SECTION 10. CHANGES OF ADDRESS.** It shall be the responsibility of employees to report any change of address or telephone numbers to the Company in writing. The employees shall get a receipt of such notice from the employment office with a duplicate furnished to the Union.

**SECTION 11. CREDIT UNION PAYROLL DEDUCTION.** The credit union payroll deduction program, which was in effect under the prior labor contract will continue during the life of this Agreement.

**SECTION 12. MEMORANDUMS OF UNDERSTANDING.** During negotiations, which resulted in this labor Agreement, the Union and the Company agreed that the following understanding will prevail during this contract's term.

- A. **TEAM LEADERS.** Team Leaders are hourly payroll employees who are members of the bargaining unit. They are paid a specified amount of money above the rate of the highest rated worker in the group they lead. They work at regularly assigned work, and, in addition, act as a leader and coordinator of their group. They may provide personal relief time for members of their group. A Team Leader punches the time clock in the same manner as any other employee, and receive overtime pay for all overtime hours worked.

A Team Leader may not implement or recommend personnel decisions such as transfers, promotions, or disciplinary actions. In those situations where Team Leaders are directed by management personnel to communicate assignments, including overtime assignments, the Team Leader shall not be responsible if the directives of the management personnel are in violation of the collective bargaining agreement.

On shifts where a supervisor is not available and a situation requiring some immediate action or decision outside the authority of a Team Leader occurs, the Team Leader present shall contact the supervisor or designated Company representative to determine the action to be followed.

- B. OVERTIME DISTRIBUTION.** Overtime will not be required of an employee in accordance with this contract's Article XI, if this would require the employee to work more than twelve (12) hours in succession, except on a voluntary basis. In all other situations, the labor Agreement's Article XI will be adhered to when overtime work opportunities are distributed.
- C. UNION ACCOMMODATIONS.** The Company will provide a Union office for use by the Union Committee, Stewards, Union President, and Union Vice President. The design and location of such office shall be determined by the Company. Use of the Union office shall be exclusively for the conduct of Union business. Access to the Union office shall be limited to those Union officials referenced above.
- D. VENDING MACHINE PROCEEDS.** Periodically, financial statements reflecting vending machine sales and commissions, if any, will be made available to the Union's financial secretary. Although the Company is willing to consider Union suggestions for disposition of vending machine sales commissions, if any, first priority to such funds will be to underwrite expenses of the annual ham and/or turkey program for all employees of the Holland facilities. Each employee may indicate a preference to receive either a ham or turkey no later than December 1, each year. If no preference is expressed by an employee, the Company shall determine whether a ham or turkey is given that employee.
- E. INSURANCE CO-PAYMENT MEMORANDUM OF UNDERSTANDING.** The Company herewith agrees that if the amount of money paid by employees into the Company's medical insurance plan as their co-pay contribution exceeds the percentage that they should have paid based upon the actual expenses incurred over the life of this agreement, then any excess funds that are directly attributable to the excess employee co-pay premiums paid into the plan will be remitted to those employees who are on the payroll as of the expiration date of the Contract in a pro-rata amount based upon (1) the coverage selected and paid by the employee (e.g., single, family, etc.) and (2) the number of months the employee was employed during the Contract term. No employee who leaves the employment of the Company prior to the expiration of the Contract, except by reason of layoff during the last year of the Contract, will be eligible for a

refund of any excess employee co-payments that may have accrued over the life of the contract.

**F. SUPERVISORS PERFORMING BARGAINING UNIT WORK.** Supervisory employees shall not be permitted to perform bargaining unit work except for the following:

1. In the instruction (including demonstration) or training of employees, provided bargaining unit employees are present.
2. In product development work, including sample parts to prove any new or altered tooling for the job.
3. Establishing necessary experimental operations or pilot productions.
4. In emergencies, when regular employees are not immediately available (An emergency is defined as a sudden condition beyond the reasonable control of the Company).

Any grievances related to this topic shall be processed beginning with Step 3 of the grievance procedure.

**G. EDUCATIONAL IMPROVEMENT.** The Company agrees to reimburse any employee the tuition, or course fee cost, for certain short courses and/or adult education courses successfully completed by the employee, provided the course selected is related to the plant's work activities and is approved by the Company.

Should the employee voluntarily leave the employment of the Company within one (1) year of the completion of a course sponsored by the Company, the employee shall return the tuition reimbursement moneys to the Company. Employees shall be required to sign such a statement prior to the disbursement of tuition reimbursement moneys.

**H. DOWNGRADING.** Employees within a department shall be allowed to downgrade from a higher paying position to a lower paying position provided that there is a vacant position for he/she to fill. Downgrading shall be considered first, prior to transfers or posting should vacancies need to be filled within a department. Downgrading will not effect the one year bidding period as defined in Article IX, Section E. An employee shall only be allowed to downgrade once every six months.

**I. COMPANY POLICY CHANGES/ADDITIONS.** The Company agrees to review with the Bargaining Committee any revisions to Company policies and rules prior to the posting of such revisions. The Company agrees to post any revisions to policies and rules, likewise with any new policies and rules.

**J. LETTER OF UNDERSTANDING.** The intent of this Letter of Understanding is to further state the following: Currently the Collective Bargaining Agreement states: "A notice of opening will be posted on the bulletin board of the department for two (2) working days." The Union and the Company further agree to state that: "**The posting shall remain active for 30 days from the date it was posted.**"

**K. LETTER OF UNDERSTANDING.** The intent of this Letter of Understanding is to further state the following: Currently the Collective Bargaining Agreement states: "An employee who accepts a job posting shall not be eligible to sign another job posting for a period of one year after awarded the job, unless laid off, bumped or removed from the job by Management." The Union and Company agree to further state: **"When an employee accepts a job opening he/she is committed to accept the job and will not be eligible to change his/her mind."**

**L. LETTER OF UNDERSTANDING.** The intent of this Letter of Understanding is to further define "new job" for the purpose of posting requirements. Currently the Collective Bargaining Agreement states: "A "new job" shall be defined as any added work within a present department requiring the generation of vacancies will be posted within the appropriate department as described herein. Any other additional vacancies generated by the addition of a new product line shall be posted plantwide." The Union and Company agree further to state that: **"Vacancies generated by a new product line shall be posted first on a plantwide basis until approximately 40% of the manning level has been achieved."**

**M. LETTER OF UNDERSTANDING.** The intent of this Letter of Understanding is to further state the following: Currently the Collective Bargaining Agreement states: "A senior employee in a classification within a department being reduced in conjunction with a non-temporary plant layoff may volunteer for layoff by making his/her written request known to the Human Resources Department by the Wednesday prior to the day the layoff is to take effect. A senior employee who elects voluntary layoff will be laid off for a minimum period of ninety (90) calendar days unless recalled through the normal recall procedures. Recalls prior to the ninety (90) day period will be in junior to senior employee order. When the senior employee who has exercised his voluntary layoff right returns to his classification, he must bump the junior employee in that classification or department. An employee electing to end his/her voluntary layoff status must give the Company at least five working days notice prior to his return to work. Employees returning from voluntary layoff shall resume work on Mondays only."

The Union and Company agree further to state that: "Employees can elect a voluntary layoff for a period of less than ninety days but more than 5 days upon mutual agreement of the employee and the Supervisor. The employee and the Supervisor shall mutually agree on a return to work date and such date shall be included on the employee Change of Status form. Short term voluntary layoffs will be granted from senior to junior order. This language does change the current contract language as it refers to voluntary layoffs or temporary layoffs."

**N. LETTER OF AGREEMENT.** The Company and the Union hereby agree that when a product line is eliminated, employees within that affected line will be able to bid on other jobs in the plant beginning 60 days prior to the end of production, regardless of

whether they have met the time requirements within the one year or two year bidding restrictions.

**O. LETTER OF AGREEMENT.**

The Company and the Union agree to further clarify Article XVI, Section 12, Paragraph O. Current language: The intent of this Letter of Understanding is to further define "new job" for the purpose of posting requirements. Currently the Collective Bargaining Agreement states: "A "new job" shall be defined as any added work within a present cell requiring the generation of vacancies will be posted within the appropriate department as described herein. Any other additional vacancies generated by the addition of a new product line shall be posted plantwide." The Union and Company agree further to state that: "Vacancies generated by a new product line shall be posted first on a plantwide basis until approximately 40% of the manning level has been achieved." Proposed Changes: "Vacancies generated by a new **CLASSIFICATION** shall be posted first on a plantwide basis until approximately 40% of the manning level has been achieved. **AFTER 40% MANNING IS ACHIEVED THE VACANCIES SHALL BE POSTED FIRST IN THE DEPARTMENT AND THEN PLANTWIDE.**"

**P. LETTER OF CLARIFICATION.** This letter is to further clarify Article IX, Section 7. The CBA currently states, "Stewards shall head the seniority list in their respective departments or areas of representation during the term of office. The Local officers, committee persons, and stewards shall in the event of a layoff be continued at work as long as there is a job in their respective departments or areas of representation which, they are able to do without training."

To further clarify, a union steward or union officer shall hold their shift, but not their job if they do not have sufficient seniority to remain in the job. In the event that the steward or union officer does not have sufficient seniority to hold his/her job, he/she shall be placed into an open position provided that one exists. Should a vacant position not exist, he/she shall bump the junior employee on the shift in the area that he/she represents. "Area" shall be defined as area of representation (ie: Fabrication, Extrusion, Logistics, etc.). In no such case shall he/she bump into a Group 3 classification or higher. The company agrees to train any officer that is forced to bump into another area.

**SECTION 13. PAYROLL ERROR ADJUSTMENTS.** The Company shall make payroll error adjustments, for regular hours worked in a week, within twenty-four (24) hours of notification, if requested. It is understood that such adjustments shall be made only in those cases where the Company erred. Furthermore, it is understood and agreed by the parties that errors for all overtime worked shall be corrected when notified and adjusted in the next payroll processing routine for payment on the next following payday.

**SECTION 14. INSURANCE BOOKLETS.** The Company and the Union will strive jointly for updated insurance booklets on a regular basis. These booklets will be printed by the

insurance carrier for each and all specific benefits and shall be given to all bargaining unit employees as soon as possible after the completion of each series of contract negotiations.

**SECTION 15. INSURANCE COST NOTIFICATION.** The Company shall annually provide all its bargaining unit employees, upon notification by the insurance carrier of record, of any changes in their cost of continuing medical insurance, life and dependent life insurance, AD&D insurance, and bridge and transition coverage in the event of their layoff from the Company

**SECTION 16. GAINSHARING PROGRAM.** The company and the union agree to jointly develop and implement a program by which employees will have the opportunity to be compensated financially for achieving certain criteria that the employees can directly affect (safety, quality, productivity, attendance, etc.). This program shall be implemented by October 1, 2009. The trigger for the gains payment shall be based upon company profitability.

**SECTION 17. CONCESSION REPAYMENT.** In the event that the Hydro Automotive Structures, Holland MI facility, under the jurisdiction of this agreement, permanently closes or permanently ceases production in 2009 or 2010, affecting the operations performed by the wage group, all wage concessions agreed to in this agreement shall be paid back in full to all affected employees, based upon actual hours worked and wages paid. However, in the event of a market or economic downturn in 2010, the repayment shall not apply.

#### **SECTION 18. LETTER OF AGREEMENT**

During the negotiations for the 2009-2011 contract between Hydro Automotive Structures and UAW local 1402 the Union agreed to concessions.

However, due to the economic conditions within the State and the U.S. generally, and within the automotive business specifically, the company could not guarantee that the facility would not close and/or be sold during the term of the contract.

Therefore, the company has committed to the following:

1. In the event of closure or sale of the Holland, Michigan facility during the 2009-2011 contract period, the Company will immediately enter into effects bargaining with the Union.
2. In the event of sale of the Holland facility during the 2009-2011 contract period, the employer will notify the Union of the sale and notify any purchaser of the existence of the collective bargaining agreement and to the extent required by law, any successor may be obligated to assume the terms and conditions of the collective bargaining agreement.

## **SECTION 17. DRUG AND ALCOHOL POLICY**

The Company retains the right to modify and/or change the drug and alcohol policy currently articulated in the collective bargaining agreement consistent with corporate policy. However, in the event the Company does make such modifications and/or changes it will notify the union and employees of such change at least thirty (30) calendar days prior to the implementation of such modifications and/or changes. The Union retains the right to grieve any modifications and/or changes if it believes such changes/modifications are unreasonable.

### **INTRODUCTION**

The misuse of drugs and alcohol impairs the health of employees as well as company productivity levels. Additionally, the misuse of drugs and alcohol may result in unsafe working conditions for all employees. Hydro Automotive Structures(hereinafter referred to as the Company/Employer) is committed to maintaining a productive, safe and healthy work environment free of unauthorized drug or alcohol use or abuse. Consistent with this commitment, the following policy becomes effective December 3, 1996.

### **DRUG POLICY**

The use, possession, distribution or sale of "unauthorized drugs" by Company employees while on Company premises or engaged in Company business is prohibited. An employee under the influence of unauthorized drugs while on company premises or engaged in Company business will be in violation of this policy and subject to disciplinary action up to and including discharge.

### **DEFINITIONS**

#### **1. Unauthorized Drugs**

For the purpose of this policy, the term "unauthorized drugs" shall include any substance which affects the body as a narcotic, depressant, stimulant, hallucinogen or cannabinoid. Unauthorized drugs include, but are not limited to marijuana, hashish, tetrahydronannabinol (THC), hallucinogens (e.g. Mescaline, LSD, PCP), cocaine, heroin, opium, amphetamines and barbiturates. Drug presence detection levels shall be in accordance with the NIDA established standards in effect at the time of the employees test.

#### **2. Prescription and over the Counter Drugs**

Prescription drugs taken pursuant to a physician's instructions, or over the counter drugs taken in recommended dosages and in accordance with cautionary statements, are excluded from the definition of "unauthorized drugs". However, it is the employee's responsibility to notify the Personnel Department when he/she is taking any prescription or non-prescription medicine or substance that may impair judgment or performance or otherwise adversely affect normal mental function of physical abilities. Any prescription drug used by an employee at work shall be contained in a pharmaceutical vial in the employee's name.

The Company reserves the right to assess, with the assistance of a medical practitioner, Company Doctor, etc., whether or not the use of the drug by the employee within the workplace is consistent with maintaining a safe and efficient workplace. Further, at the discretion of the Company, the Employer may move the employee to a more suitable position,

grant the employee a leave of absence, or take whatever action the Company deems appropriate to promote safety and efficiency.

### **3. Under the Influence of Alcohol**

For the purpose of this policy the term "under the influence of alcohol" is defined as the presence of alcohol in a person's system at a level prohibited by the Company. That level is .07 tolerance. If this level is lowered by State law, that level will become the maximum allowable level of tolerance.

### **4. Company Premises**

The term "Company premises" shall include, but is not limited to, any property owned, rented, used or leased by the Company, including any and all vehicles or equipment owned or leased by the Company.

## **SEARCHES**

The Company may conduct searches of employees for drugs or alcohol if the Employer has reasonable suspicion (as referred to General Testing) that the employee is in violation of the policy. Searches include, but are not limited to, searches of employees personal effects, lockers, baggage, desks, lunch boxes, clothing, purses, billfolds, tool boxes, and parcels located on Company premises.

Refusal of an employee to consent to such an inspection and/or search, or to otherwise cooperate with an investigation conducted by the Company, is sufficient ground for discipline up to and including discharge.

## **DRUG AND ALCOHOL TESTING**

The Company intends to use laboratory drug and alcohol testing to detect or confirm suspected violations of the policy. Laboratory testing includes, but is not limited to, saliva analysis, urinalysis, breath analysis and blood analysis. The testing shall be done by a laboratory certified by NIDA as a laboratory which complies with the scientific and technical guidelines for Federal Drug testing programs.

The Company shall perform testing as follows:

### **Pre-Employment**

All job applicants to whom a job offer is made may be required to submit to drug and alcohol testing. Those applicants that test positive will be ineligible for employment with the Company. If an individual has started work with the Company prior to the Company receiving the positive test results, the individual shall be discharged immediately without recourse through the grievance procedure.

### **General Testing**

An illustrative list of factors that management may consider in determining whether there is reasonable suspicion include, but are not limited to:

1. Observable phenomena, such as direct observation of drug or alcohol use or possession and/or the physical symptoms of being under the influence of drugs and/or alcohol.
2. A pattern of abnormal conduct or erratic behavior.
3. Conviction of a drug related offense.
4. Information provided by reliable and credible sources or otherwise independently corroborated, regarding an employee's substance abuse or rule infraction.
5. Employees involved in an accident at Hydro Automotive Structures or in any Company vehicle or on any Company property, which results in an expense of over \$250.00.
6. Employees testing positive, but not discharged, shall be subject to random drug/alcohol testing for a period of 24 months. In any event, an employee testing positive more than once shall be immediately discharged.

Employees who seek voluntary assistance in advance of being detected for such rule violations may not be disciplined for seeking such assistance. Requests from employees for such assistance shall remain confidential.

Employees enrolled in substance abuse programs shall be subject to all employer rules, regulations and job performance standards.

The cost of rehabilitation will be subject to the employees health insurance.

### **EMPLOYEE ASSISTANCE PROGRAM**

The Company provides an Employee Assistance Program (EAP) to all employees who wish to use it. Employee Assistance Center (EAC, Inc.) provides assessment and counseling for those employees who elect to use such services.

Employees who recognize that they have a drug and/or alcohol problem and submit voluntarily to the EAP will be given an opportunity to remedy the problem.

In the event that the employee does not successfully complete treatment through the EAP program, or if the employee's abuse problem recurs, the employee may be disciplined up to and including discharge. The employee may ask to be placed in the EAP program prior to a positive test and shall be given an opportunity to remedy the problem. However, if the employee requests the EAP program after reasonable suspicion of abuse exists (and such suspicion has been brought to the attention of the employee), or after testing has begun, the request for the EAP shall not be considered

voluntary and the EAP or disciplinary action up to and including discharge shall be at the discretion of the Company.

## **ARTICLE XVII - SKILLED TRADES SUPPLEMENT**

**SECTION 1. SKILLED TRADES DEFINITION.** Skilled Trades for the purpose of this Agreement shall include the following classifications Tool and Die, Toolkeeper, Machine Repair, Electrician, Die Fitter/Barber, Tool Milling Machinist, and Layout Inspector.

**SECTION 2. OCCUPATIONAL SENIORITY.** Seniority in the Skilled Trades shall be by classification. The seniority list shall be by basic classification, except that present employees of such departments shall continue to be listed in the same order shown on seniority lists last published prior to December 5, 1969. Neither this section nor any other section of this Agreement shall be interpreted to mean that the Company shall not have the right of assigning work outside of classification to fill out a Journeyman's time or to answer an emergency. Skilled Trades Team Leaders maintain seniority on the basis of their seniority within their Skilled Trade and shall not be considered as a separate classification.

**SECTION 3. FUTURE OCCUPATIONAL SENIORITY.** After the signing of this Agreement, seniority of Journeymen in the Skilled Trades classifications shall begin as of date of entry into such classification, except graduates of the apprenticeship program; they shall have seniority as provided for in the apprenticeship standards.

**SECTION 4. SENIORITY OUTSIDE SKILLED TRADES.** Production workers will not carry seniority into the skilled trades occupations; however, skilled trades workers may, in case of layoff, exercise their plant seniority to bump into a group one or group two classification occupied by a less senior employee for which they are qualified to perform without training. The decision regarding layoff or exercising plant seniority must be made at the time the reduction in force occurs.

**SECTION 5. JOURNEYMAN DEFINITION.** The term "journeyman," as used in this Agreement, shall mean any person:

- A. Who presently holds a Journeyman classification in the plant.
- B. Who has served a bona fide apprenticeship and has a certificate which substantiates his claim of such service.
- C. Who has had eight (8) years of practical experience and can prove same with proper affidavits qualifying for a UAW Journeyman card.

The Company may consider the possession of a UAW Journeyman Card as presumptive proof of qualifications under B and C above.

**SECTION 6. FUTURE SKILLED TRADES EMPLOYMENT.** Any further employment in the skilled trades classifications in this plant, after signing of this Agreement, shall be limited to Journeymen, apprentices, or employees in training on non-apprenticeable job classifications.

**SECTION 7. LAYOFF AND RECALL.** In the case of layoff in the Skilled Trades classifications, the following procedure shall be used:

- A. Temporary employees.
- B. Probationary Journeymen.
- C. Least senior employee within the classification.
- D. Least senior employee in the department, providing the employee retained is able to perform the available work.
- E. The same procedure shall apply in the Maintenance Department.
- F. Recalls shall be made in the reverse order of the layoffs.

**SECTION 8. SKILLED TRADES CLASSIFICATIONS.** The following classifications shall be established as either apprenticeable or non-apprenticeable:

- Tool and Die Maker (apprenticeable)
- Electricians (apprenticeable)
- Machine Repair (apprenticeable)
- Die Fitter/Barber (non apprenticeable)
- Tool Milling Machinist (non apprenticeable)
- Layout Inspector (not apprenticeable)
- Toolkeeper (not apprenticeable)

**SECTION 9. APPRENTICESHIP STANDARDS.** The Company and the Union have negotiated an apprenticeship program. The apprenticeship standards are in keeping with the standards of the International Union, UAW. The apprenticeship standards shall be considered as an inseparable part of the supplementary agreement.

**SECTION 10. LABOR AGREEMENT APPLICATION.** All sections of the bargaining Agreement presently in effect, which are not inconsistent with the supplement, shall apply to the skilled workers.

**SECTION 11.**

- A. When the Company determines it necessary to increase the number of employees in the non-apprenticeable skilled trades classifications (Die Fitter/Barber, Tool Milling Machinist, Tool Keeper and Layout Inspector), such opening(s) shall be filled in the following order of preference:
  1. If any qualified Journeymen have previously been reduced out of the classification to be filled, such employee(s) shall be returned to the classification in accord with the recall provisions of the Agreement.
  2. If no qualified Journeymen are available through the recall procedure, the opening(s) shall be posted on a plantwide basis for bid by employees of the Company.
- B. When an Upgrader Trainee job is to be filled in the Die Fitter/Barber, Tool Milling Machinist, Tool Keeper or Layout Inspector classifications, bargaining unit employees from other sections of the plant may be transferred to the appropriate department and reclassified as Upgrader Trainees.

- C. Such transferees shall be given on-the-job experience supplemented with applicable and available outside education to permit them to become proficient in performing the duties of the trade in which the individual is being trained.
- D. Notice of openings for Upgrader Trainees shall be posted on the plant bulletin boards and Upgraders will be selected by the Company on the basis of their overall qualifications, which shall include but not be limited to applicable skills acquired in prior employment, skills acquired during Wickes Manufacturing Company and Hydro Aluminum-Bohn employment and applicable training and education acquired through recognized educational institutions. When qualifications are equal, seniority will prevail.
- E. Should no qualified employee apply for an Upgrader Trainee opening, the Company may hire a suitable qualified person from outside the Company for training under provisions of this Agreement.
- F. Employees who are transferred into or hired into the Upgrader Training Program shall serve a probationary period of ninety (90) days. The probationary period shall not include periods of layoff and/or periods where an employee is transferred back into a non-skilled classification.
- G. Upon completion of the upgrading period, such employee shall use his skilled trades seniority (one hundred percent [100%] of his actual training time) for the purpose of layoff and recall.
- H. In the event of a curtailment of force in skilled trades classification and/or classifications, such Upgrader and/or Upgraders will be transferred out of the affected classification(s), i.e., Die Fitter/Barber, Tool Milling Machinist, Layout Inspector, Tool Keeper back to their former department and classification in accordance with seniority provisions of this Agreement. An employee who occupies Upgrader Training status in one (1) of the skilled trade job classifications shall not be permitted to exercise his Upgrader Training seniority against an employee occupying Upgrader Training status in one (1) of the other skilled trade Upgrader job classifications. The Upgraders will exercise seniority in their own Upgrading classification in the event of a reduction of force. The last individual transferred into or hired into an Upgrader classification shall be the first to be transferred out or laid off, as the case may be, i.e., last in, first out.
- I. An employee may withdraw from the Upgrader Training Program at any time and return to his former non-skilled classification and department in accordance with his non-skilled trade seniority. The Company may remove an Upgrader Trainee during his probationary period. The Company may remove an Upgrader Trainee who has completed the probationary period from the program for failure to participate in the educational program or for failure to progress toward Journeyman status on the job.

- J. Employees who withdraw from the Upgrader Training Program, or elect to accept a transfer to another classification, or those employees who are removed from the program per paragraph I above, shall be prohibited from reentering an Upgrader Training Program in the same classification, except by mutual agreement of the Company and the Union.
- K. An Upgrader will not be permitted to exercise shift preference over another Upgrader during the Upgrader Training Program and/or Journeymen cannot exercise shift preference over an Upgrader Trainee. Upgraders shall work those shifts which would be most advantageous to their related training. Upon attainment of Journeyman status, employees are subject to shift transfer based on their skilled trades seniority.
- L. The base rate of newly-hired Upgraders, shall be as follows:
 

1st three (3) months	70% of Journeyman rate
2nd three (3) months	75% of Journeyman rate
3rd three (3) months	80% of Journeyman rate
4th three (3) months	85% of Journeyman rate
Next six (6) months	90% of Journeyman rate
Next six (6) months	95% of Journeyman rate
After two (2) years	Journeyman rate

Seniority employees who transfer into the Upgrader Program shall enter the program at a base rate of twenty-four cents (\$.24) per hour less than the Journeyman rate, and thereafter shall be increased six cents (\$.06) per hour for six (6) months until the Journeyman rate is reached. However, employees transferring into the Upgrader Program whose hourly base rate in their former classification is less than twenty-four cents (\$.24) per hour below the Journeyman rate shall retain their existing base rate until such time as the six (6) month interval of increases permits a rate adjustment. In no case will an employee, upon transfer into the Upgrader Program, maintain a base rate in excess of the Journeyman rate for the Upgrader classification entered.

The Company will reimburse Upgrader Trainees for required tools (and toolbox, when necessary) not furnished by the Company in an amount not to exceed three hundred dollars (\$300), as follows:

A maximum of one hundred dollars (\$100) shall be provided by the Company at the outset of the training period. A maximum of an additional one hundred dollars (\$100) shall be provided by the Company after successful completion of the probationary period. A maximum of an additional one hundred dollars (\$100) shall be provided by the Company after one year in the training program. The Company shall be furnished with receipts to verify expenditure of the above monies for required tools.

- M. The Upgrader Trainee(s) shall be required to sign a statement consenting to the terms and conditions of this Agreement, thereby waiving:

1. The right to any permanent status in the Skilled Trades classification other than Upgrader seniority until successful completion of such training period.
- N. It is desirable that Upgraders attain necessary related training to make them competent in as short a period of time as possible.
- O. An Upgrader Trainee shall acquire Journeyman status only after two (2) calendar years in the Upgrader classification and following successful completion of all related classroom instruction. Further, upon acquiring Journeyman status, overtime hours will be equalized within his own classification.
- P. The Company agrees to pay, on behalf of those employees covered by this Upgrader Program, for books, registration fees, and/or tuition required in connection with related training for a period of not more than three (3) years under this program. When an Upgrader Trainee is required by the Company to attend classes outside of the normal working hours for the purpose of facilitating training in Die Fitter/Barber, Toolkeeper, CNC Operator, Tool Milling Machinist, or Layout Inspector, the Company will pay the individual his applicable rate of pay, but excluding shift premium and overtime premium for the actual hours that an individual participates in classroom instruction. This related training as outlined shall be on a mandatory basis for all future employees entering into this Upgrader Training. In the event an employee fails to achieve a passing grade in a course of related training, the cost of repeating such course of instruction shall be borne by the employee.
- Q. The Upgrader Training Program may be amended to include additional training programs by mutual agreement of the Company and the Union.

## **ARTICLE XVIII - WORK RELOCATION**

Notwithstanding any other provision in this Agreement to the contrary, the Company reserves the right to relocate work when such relocation is determined in its sole judgment to be in the Company's best interest on the basis of sound business practices. Such actions shall not be taken in a capricious or arbitrary manner.

## **ARTICLE XIX - TERMINATION AND MODIFICATION**

This Agreement will become effective on January 24, 2009, as ratified on January 31, 2009 and shall continue in full force and effect without change until 11:59 January 24, 2011, and thereafter for a successive period of sixty (60) days, unless either party shall, on or before the sixtieth (60th) day prior to expiration, serve written notice on the other party of a desire to terminate, modify, alter, renegotiate, change, or amend this Agreement. A notice of desire to modify, alter, amend, renegotiate, or change, or any combination thereof, shall have the effect of terminating the entire Agreement (on the expiration date) in the same manner as a notice of desire to terminate, unless before that date all subjects of amendments proposed by either party have been disposed of by agreement or by withdrawal by the party proposing the amendment.

Within ten (10) days after receipt of any such notice, a conference will be arranged to negotiate the proposals, in which case this Agreement shall continue in full force and effect until termination, as provided herein.

Notices shall be sufficient if sent by mail, addressed, if to the Union, to Local Number 1402, International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, UAW, Holland Michigan, or to such address as the Union shall furnish to the Company in writing; and, if to the Company, to Hydro Automotive Structures, 533 Ottawa Avenue, Holland, Michigan, or to such other address as the Company may furnish to the Union in writing.

## **APPENDIX 1 – ALTERNATE WORK SCHEDULE**

It is agreed that the employer may establish a 12 hour, three day per week shift as follows:

The company may establish weekend shifts (Friday, Saturday and Sunday) where employees would be scheduled twelve (12) hours per day (36 hours over the three day period).

The Company agrees that in the event employees are involuntarily transferred to such shifts, the company will give no less than a thirty (30) calendar day notice of such changed shift.

### **3 TWELVES**

#### **Compensation:**

Employees working the 12-hour shift will be paid for forty (40) hours though only 36 hours were worked.

10 hour shift employees shall receive one (1) additional 10 minute break. 12 hour shift employees shall receive two (2) additional 10 minute breaks.

However, in the event an employee scheduled for 12 hour shifts works less than 36 hours, the four (4) hours of pay that is not actually worked will be proportionately reduced. For example, an employee scheduled for thirty six (36) shift hours only works 18 hours, the employee will be eligible for only two (2) hours of pay for time not worked. So in such an event, the employee would be eligible for only twenty (20) hours pay.

#### **Overtime compensation:**

Employees working the 12-hour shift will be paid time and one half for all hours worked over 36 hours per week. "Hours worked" shall include hours paid for approved vacation, bereavement and jury duty, but shall not include call-ins or other unscheduled and/or unapproved absences.

#### **Mandatory/voluntary overtime:**

12-hour shift employees may be mandated for overtime. However, in no event will an employee be mandated to work more than twelve (12) hours in any twenty-four (24) hour period except for emergency situations.

A 12 hour shift employee will not be permitted to work more than fourteen (14) hours in any twenty-four (24) hour period except for emergency situations.

Those 12 hour shift employees required to work overtime on scheduled-off days (Monday through Thursday) will typically be mandated for the shift they are replacing. 12 hour shift employees will not be mandated more than two (2) eight (8) hour shifts Monday – Thursday during any calendar week.

**Holiday pay**

Holiday pay for 12 hour shift employees will be twelve (12) hours pay provided the holiday falls on a scheduled work day.

**4 TENS**

Additionally, it is agreed that the employer may establish a 10 hour, four day per week shift as follows:

The company may establish 10 hour/4 day per week shifts. The company may designate what days would be scheduled and employees would be paid overtime exclusively based on hours worked over forty in any one work week. "Hours worked" shall include hours paid for approved vacation, bereavement and jury duty, but shall not include call-ins or other unscheduled and/or unapproved absences.

The company agrees that in the event employees are involuntarily transferred to such shifts, the company will give no less than a thirty (30) calendar day notice of such changed shift.

**Mandatory/Voluntary Overtime:**

10-hour shift employees may be mandated for overtime. However, in no event will an employee be mandated to work more than twelve (12) hours in any twenty-four (24) hour period except for emergency situations.

A 10 hour shift employee will not be required or permitted to work more than twelve (12) hours in any twenty-four (24) hour period except for emergency situations.

**Holiday pay:**

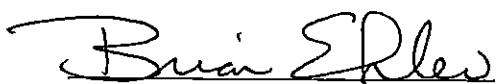
Holiday pay for 10 hour shift employees will be ten (10) hours pay provided the holiday falls on a scheduled workday.

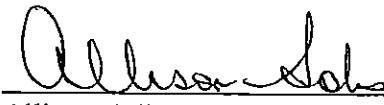
**Representation:**

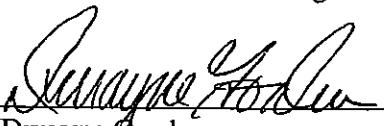
The union shall designate a representative (one) per alternative shift.

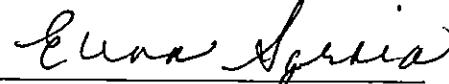
**IN WITNESS WHEREOF**, the Company has caused these presents to be signed in its behalf by its duly authorized and accredited representatives; and the Union has caused the same to be signed in its name by its duly authorized and accredited representatives, officers and committeepersons this 31st day of January, 2009.

Hydro Automotive Structures

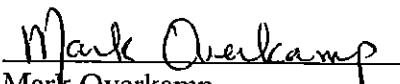
  
Brian Ehler  
President

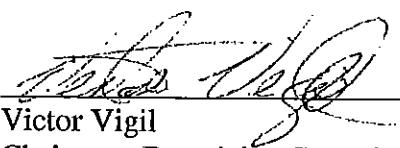
  
Allison Solis  
Human Resources Manager

  
Dwayne Gorden  
Operations Manager

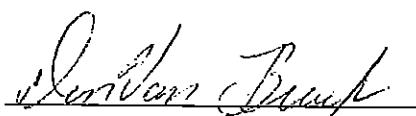
  
Elena Sgroia  
VP Finance

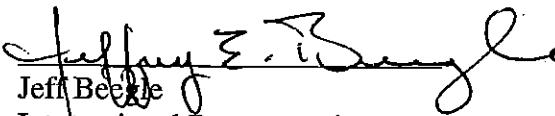
International Union,  
United Automobile, Aerospace and  
Agricultural Implement Workers of America,  
UAW, and Local Number 1402, UAW

  
Mark Overkamp  
President, Local 1402

  
Victor Vigil  
Chairman, Bargaining Committee

  
Chris Clark  
Committee Person

  
Don VanBragt  
Committee Person

  
Jeff Beebe  
International Representative

  
Donald Oetman  
Regional Director, Region 1D

## **HYDRO AUTOMOTIVE STRUCTURES**

### **SHOP RULES**

The shop rules set forth below are not intended to be exclusive, are provided for your information and guidance; they are not a part of the Agreement between the Company and the Union. The Union reserves the right to grieve under any circumstance which they consider to be an unreasonable application of any published or unpublished Shop Rule;

### **THE FOLLOWING OFFENSES ARE VIOLATIONS OF SHOP RULES AND ARE GROUNDS FOR DISCIPLINARY ACTION, INCLUDING DISCHARGE;**

1. Leaving job without permission or not reporting to the job on time.
2. Producing excessive scrap or inferior work through carelessness, or willfully wasting or damaging materials or supplies;
3. Theft or attempted theft or removal from the premises without proper authorization any Company property or the property of any employee.
4. Conviction of any felony.
5. False statements on employment application or giving false information at the time of employment as to a pertinent item.
6. Immoral conduct or indecent behavior on Company premises.
7. Fighting or attempting bodily injury to another on Company premises (this does not include action taken in self-defense) or provoking a fight on Company premises.
8. Deliberate falsification of production reports, time reports, or other similar reports.
9. Falsifying information regarding any illness, injury or request for leave of absence of any kind.
10. Intentionally and knowingly punching another employee's time card.
11. Failing to punch in and/or punch out when entering or leaving the plant or when starting or finishing an employee's assigned shift.
12. Misusing, destroying, or damaging Company property or property of any employee.
13. Making of false, vicious, or malicious statements concerning any employee, the Company, or its products.
14. Carrying, possessing or being under the influence of alcohol on Company premises or narcotics at any time, on or off Company premises, or reporting for work while under the influence of alcohol or narcotics.

15. Interfering or refusing to cooperate with the plant protection officers in the performance of their duties.
16. Sleeping on the job during work hours.
17. Insubordination (refusing or failing to obey an order from proper authority).
18. Mistakes due to carelessness.
19. Altering or defacing Company or Union notices on bulletin boards.
20. Distributing written or printed matter of any description in violation of the Company's No Distribution Rule, unless approved by the Human Resource Department; posting or removal of notices or signs, writing or marking on Company property, without authorization from the Company.
21. Creating or contributing to unsanitary conditions or poor housekeeping.
22. Engaging in horseplay, running, scuffling, or throwing things.
23. Gambling or engaging in a lottery on Company premises.
24. Violating a safety rule or safety practice.
25. Failure to observe parking and traffic regulations on Company premises.
26. Failure to carry out a known and specified work procedure. Any instruction to deviate from such procedure must be in written form.
27. Use or possession of another employee's tools without the employee's consent.
28. Engaging in work of a personal nature on Company time and/or property.
29. Soliciting of any kind on Company premises in violation of the Company's No Solicitation Rule.
30. Entering the production area of the plant any time other than regular scheduled work shift unless authorized to do so by the Company.
31. Being in possession of any weapon and/or firearm on Company premises, unless authorized by the Human Resources Manager.
32. Smoking or use of tobacco products on the premises.

THE WORK RULES ENUMERATED ABOVE ARE NOT INTENDED TO BE ALL INCLUSIVE, AND OTHER TYPES OF CONDUCT NOT LISTED MAY ALSO BE SUBJECT TO DISCIPLINARY ACTION UP TO AND INCLUDING DISCHARGE.

## **NO SOLICITATION/DISTRIBUTION RULE**

Many outside organizations have requested permission to solicit our employees for memberships, contributions or Participation in various activities. To protect employee rights to privacy and preserve the integrity of the workplace, we have developed uniform policies to deal with these matters. Our solicitation/distribution policies are as follows:

To avoid interference with the efficiency or safety of employees, solicitation by an employee of another employee on behalf of any cause will not be permitted during work time. Work time is all time when an employee is expected to be engaged in work tasks, but does not include lunch periods, break periods and time before and after the employee's scheduled working day. The only exception to this will be company approved programs such as the United Way.

Similarly, to avoid littering or the disruption of work routines, the distribution of literature, products, or other non-business materials will not be permitted in work areas at any time.

Company premises, including parking lots, grounds and buildings, are private property and restricted to use by employees and business visitors. Non-employed visitors must have approved business reason to be permitted on company premises."

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CN11	49402005	4/27/2009	279	279 S048183	5.8
CN11	49402105	4/27/2009	279	279 S048187	5.8
CN11	49404100	4/27/2009	279	279 S048239	5.8
CN11	49404200	4/27/2009	279	279 S048247	5.8
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CN13	49400700	4/27/2009	279	279 S048123	4.1
CN13	49401605	4/27/2009	279	279 S048167	4.1
CN13	49402504	4/27/2009	279	279 S048211	4.1
CN13	49402604	4/27/2009	279	279 S048215	4.1
CN13	49405500	4/27/2009	279	279 S048267	4.1
CN13	49405800	4/27/2009	279	279 S048287	4.1
					<b>24.6</b>
CN15	49405100	4/27/2009	279	279 S048255	<b>25.3</b>
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M37	37503200	4/27/2009	8,712.00	8,712.00 S048100	32.2
M37	49401603	4/27/2009	279	279 S048159	1.3
M37	49401903	4/27/2009	279	279 S048171	1.3
M37	49402803	4/27/2009	279	279 S048219	1.3
M37	49405701	4/27/2009	279	279 S048283	2.7
M37	49405802	4/27/2009	279	279 S048295	1.3
M37	64700200	4/27/2009	168	168 S048104	0.4
M37	64799800	4/27/2009	21	21 S048114	0
					<b>40.5</b>
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SW06	49402304	4/27/2009	279	279 S048195	3.6
SW06	49402404	4/27/2009	279	279 S048203	3.6
SW06	49403304	4/27/2009	279	279 S048227	3.6
SW06	49403404	4/27/2009	279	279 S048281	3.6
					<b>22.2</b>
WD05	64703100	4/27/2009	168	168 S047839	5.5
WD05	64792000	4/27/2009	21	21 S047844	0.6
					<b>6.1</b>
WD13	49400701	4/27/2009	279	279 S048127	6.1
WD13	49405600	4/27/2009	279	279 S048271	6.1
					<b>12.2</b>
WD16	49403900	4/27/2009	279	279 S048235	7.3
WD16	49404101	4/27/2009	279	279 S048243	7.3
WD16	49404201	4/27/2009	279	279 S048251	7.3
WD16	49405200	4/27/2009	279	279 S048259	13.2
WD16	49405400	4/27/2009	279	279 S048263	7.3
					<b>42.4</b>